PAGA SETTLEMENT AGREEMENT AND RELEASE

***Corona v. Vebo Enterprises, Inc.*,**
San Luis Obispo County Superior Court, Case No. 24CVP-0137

On October 2, 2025, MARIA LOPEZ CORONA ("Plaintiff") and VEBO ENTERPRISES, INC. ("Defendant") (collectively, the "Parties") participated in a settlement conference with Settlement Officer Gregory Gillett regarding the lawsuit titled *Corona v. Vebo Enterprises, Inc.*, San Luis Obispo County Superior Court Case No. 24CVP-0137 (the "Action").

The Parties now memorialize their agreement to settle the Action in the instant California Private Attorney General's Act ("PAGA") Settlement Agreement and Release ("Settlement Agreement"). Subject to approval by the Court, the Parties and their respective counsel, hereby agree to bind themselves to a settlement of the Action whose material terms, for settlement purposes only, follow:

1. DEFINITIONS

1.1. "Aggrieved Employees" for purposes of this Settlement Agreement refers to Maria Lopez Corona and all other individuals employed by Vebo Enterprises, Inc. at the El Pollo Loco restaurant located at 2351 Theatre Dr, Paso Robles, CA 93446 between May 2, 2023, and May 2, 2024. Defendant represents that there are 21 allegedly "Aggrieved Employees" in total for purposes of this Settlement Agreement.

1.2. "Court" means the Superior Court of California, County of San Luis Obispo.

1.3. "Defense Counsel" means Manbir S. Chowdhary.

1.4. "Effective Date" means the date when the Court has issued an order approving the Settlement.

1.5. "Gross Settlement Amount" means the maximum amount Defendant agrees to pay under the Settlement Agreement. The Gross Settlement Amount is the all-in and non-reversionary sum of $25,000, which is inclusive of all amounts to be paid by Defendant under this Settlement Agreement. Under no circumstances will Defendant's payment under this Settlement exceed the Gross Settlement Amount, except as provided in this agreement.

1.6. "Individual PAGA Payment" means the Aggrieved Employee's equal share of 25% of the PAGA Penalties.

1.7. "Individual Release Payment" means the amount paid to the Plaintiff in exchange for a general release of claims outside the scope of the PAGA.

1.8. "Judgment" means the judgment of dismissal entered by the Court based upon the Order Granting Approval of the PAGA Settlement.

1.9. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.10. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.11. "Plaintiff's Counsel" means Ruben Escobedo of WorkWorld Law Corp., the attorneys representing Plaintiff in the Action.

1.12. "PAGA Period" means the period from May 2, 2023, through May 2, 2024.

1.13. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.14. "PAGA Notice" means Plaintiff's letter dated May 2, 2024, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.15. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, in the amount of ($2,200), and allocated 25% ($550) to the Aggrieved Employees and 75% ($1,650) to the LWDA in settlement of the PAGA claims. Each of the 22 Aggrieved Employees will receive $25 for their share of civil penalties.

1.16. "Approval Order" means the proposed Order Granting Approval of the PAGA Settlement.

1.17. "Released PAGA Claims" means the claims being released by Plaintiff /Aggrieved Employee as described in Paragraph 5 below.

1.18. "Released Parties" means: Defendant and all of their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released PAGA Claims, including Defense Counsel.

1.19. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice. Subsequently, Plaintiff filed the operative First Amended Complaint in this Action alleging nine causes of action: (1) Violation of California Family Rights Act; (2) Violation of Healthy Workplaces, Healthy Families Act of 2014; (3) Wrongful Termination; (4) Failure to Provide Compliant Breaks; (5) Inaccurate Wage Statements; (6) Waiting Time Penalties; (7) Failure to Reimburse Expenses; (8) Unfair Competition; and (9) PAGA Penalties.

2.2. Defendant denies the allegations in the complaints filed in the Action, denies any failure to comply with the laws identified in the complaint, and denies any and all liability for the causes of action alleged.

2.3. On October 2, 2025, Plaintiff and Defendant, by and through the Plaintiff's Counsel and Defense Counsel, respectively, participated in a settlement conference with Settlement Officer Gregory Gillett. The conference resulted in a settlement in principle, the terms of which are encompassed in this Agreement.

2.4. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced attorney, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay an all-in and non-reversionary sum of $25,000 and no more as the Gross Settlement Amount to settle the Action. Defendant have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.1 of this Agreement.

3.2. Payments from the Gross Settlement Amount. Defendant will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To Plaintiff: In exchange for executing a general release that includes a release of any and all claims pursuant to California Civil Code section 1542, Plaintiff will receive $12,544.85.

3.2.2. To Plaintiff's Counsel: Plaintiff's Counsel will not seek more $9,000 for attorneys' fees and $1,255.15 in costs advanced.

3.2.3. To the LWDA and Aggrieved Employee: PAGA Penalties in the amount of $2,200 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments in equal shares.

3.2.4.1. If the Court denies approval of the above allocation of PAGA Penalties or any other amount stated above, Plaintiff shall stipulate to reallocate the above amounts in the Judgment and Approval Order which will supersede and be deemed incorporated into this Settlement Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Funding of Gross Settlement Amount:

- No later than 60 days after the Effective Date, Defendant shall make a payment in the amount of $6,200 to Plaintiff's Counsel by way of one check payable to "WorkWorld Law Client Trust Account."

- No later than 60 days after the Effective Date, Defendant shall mail all of the remaining Aggrieved Employees' Individual PAGA Payments checks totaling $550 to the Aggrieved Employees' last known address.

- No later than 60 days after the Effective Date, Defendant shall mail one check in the amount of $1,650 payable to the LWDA for its share of the PAGA Penalties. Payment shall be addressed to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102, along with a copy of the Judgment. Defense Counsel shall confirm with Plaintiff's Counsel that the LWDA Payment has been sent to the LWDA in accordance with this section of the Settlement Agreement.

- No later than 120 days after the Effective Date, Defendant shall make a payment in the amount of $8,300 to Plaintiff's Counsel by way of one check payable to "WorkWorld Law Client Trust Account."

- No later than 180 days after the Effective Date, Defendant shall make a payment in the amount of $8,300 to Plaintiff's Counsel by way of one check payable to "WorkWorld Law Client Trust Account."

5. **RELEASE OF CLAIMS**. Effective on the Effective Date, Plaintiff, the Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

5.1. Plaintiff's General Release: Plaintiff and her heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Defendant, Defendant's past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers and/or agents and their successors and assigns individually and in their official capacities (collectively referred to herein as "Releasees"), jointly and severally, of and from any and all claims, known and unknown, asserted or unasserted, which Plaintiff has or may have against Releasees as of the date of execution of this Settlement Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;

- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”);
- Executive Order 11246;
- The Rehabilitation Act;
- The Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”);
- Families First Coronavirus Response Act;
- The Pregnant Worker’s Fairness Act (“PWFA”)
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those provisions of the California Labor Code that lawfully may be released;
- any other federal, state or local law, rule, regulation, or ordinance;

- any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.*

5.2. Release by Aggrieved Employees and the LWDA: The Aggrieved Employees and the LWDA are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the complaints and the PAGA Notice as those claims relate to the Aggrieved Employees, interest on said penalties, attorneys' fees, and costs throughout the PAGA Period ("Released PAGA Claims"). This release includes a release of all PAGA civil penalties, attorneys' fees, costs, and other relief available under PAGA based on the claims expressly asserted in the complaints and the preceding PAGA Notice or that could have been asserted based on the facts alleged in the complaints and the preceding PAGA Notice.

6. **MOTION FOR APPROVAL OF SETTLEMENT**. Following full execution of this Settlement Agreement, Plaintiff's Counsel will prepare and file a motion for approval and seek an order (a) approving and incorporating by reference the terms and conditions of the Settlement Agreement, (b) retaining jurisdiction over the parties under Code of Civil Procedure Section 664.4 to enforce the Settlement Agreement, and (c) dismissing the entire Action with prejudice.

6.1. The Parties agree that Plaintiff shall comply with all statutory requirements necessarily to execute and complete the administration of the Settlement.

6.2. Before seeking Court approval, this Agreement will be sent by Plaintiff's Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement.

6.3. Responsibilities of Plaintiff's Counsel: Plaintiff's Counsel will prepare and submit all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2). Pursuant to California Labor Code § 2699(l)(2), Plaintiff's Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the stipulation or motion for Settlement Approval. Plaintiff's Counsel will also file a declaration in support of their stipulation or motion for Settlement Approval confirming that they have submitted the Settlement to the LWDA in compliance with

Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days after entry of the judgment or order. Plaintiff's Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.4. Draft Motion for Approval of PAGA Settlement: Plaintiff's Counsel agrees to provide a draft of the Motion for Approval of PAGA Settlement and the draft proposed Order Granting Approval of PAGA Settlement to Defendant's Counsel seven (7) calendar days prior to filing the Motion. Defendant will not oppose Plaintiff's stipulation or motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.5. No Opt-Out by Aggrieved Employees: The Parties agree there is no statutory right for any Aggrieved Employees to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any Aggrieved Employees to dispute the value of the Individual PAGA Payment provided to them under this Settlement. Except as otherwise stated, Plaintiff will vigorously defend against any attempt by any Aggrieved Employees or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employees to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal taken by any Aggrieved Employees of the Court's approval of the Settlement.

7. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8. **ADDITIONAL PROVISIONS**.

8.1 No Admission of Liability or Representative Manageability for Other Purposes: This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Approval or enter Judgment, Defendant reserve all available defenses to the claims in the Action, and Plaintiff reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

8.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT. Defendant and Plaintiff make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

8.3 Duty to Cooperate: The Parties agree to cooperate fully with each other to accomplish the terms of this agreement and use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the mediator first before seeking the assistance of the Court to resolve such disagreement.

8.4 Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

8.5 Continuing Jurisdiction: The Parties intend this Settlement Agreement to be admissible and binding consistent with California Code of Civil Procedure Section 664.6, but any dispute between the Parties as to the remaining terms of the Settlement shall be first presented to the mediator for resolution.

8.6 Attorney Authorization: Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

8.7 No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

8.8 No Tax Advice: Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

8.9 Modification of Agreement: This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

8.10 Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

8.11 Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

8.12 Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

8.13 Headings: The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

8.14 Calendar Days: Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or California state legal holiday, such date or deadline shall be on the first business day thereafter.

8.15 Notice: All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

8.16 Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

8.17 Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

THE PARTIES AGREE THAT THEY FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT.

Dated: December 15, 2025

MARIA LOPEZ CORONA

maria G Lopez

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Dated: January 20, 2026

VEBO ENTERPRISES, INC.

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By: Ashish Verma

Title: VP