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as an aggrieved employee, and on behalf of all other aggrieved employees

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Attorney for Defendants, ALL I DO IS WING INC. ET. AL.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

LAZARO HERNANDEZ PADILLA, as an
aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys General Act of 2004,

Plaintiff,

v.

ALL I DO IS WING INC., a California
Corporation; KING OF THE WING, INC., a
California Corporation; WINGANOMICS
INC., a California Corporation; SPREAD
YOUR WINGS INC., a California
Corporation; WING ME OVER INC., a
California Corporation; RIGHT SWING,
INC., a California Corporation;
WINGOLOGY INC., a California
Corporation; WINGING IS EVERYTHING
INC., a California Corporation;
WINGCRAFT INC., a California
Corporation; WINGING IS A HABIT INC., a
California Corporation; WING OR LOSE
INC., a California Corporation; WINGMAN
AND ASSOCIATES INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CV-24-009165

[Assigned for all purposes to the Hon. John
Freeland in Dept 23]

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: July 26, 2024

Trial Date: None Set

1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Lazaro Hernandez Padilla (“Plaintiff”),
3 individually, and on behalf of the Aggrieved Employees, on one hand; and defendants All I Do
4 Is Wing Inc., Winganomics Inc., Wing Me Over Inc., Right Swing, Inc., Wingology Inc.,
5 Winging Is Everything Inc., Wingcraft Inc., Winging Is a Habit Inc., and Wing or Lose
6 Inc.(collectively “Defendants”), on the other hand, in the lawsuit entitled *Lazaro Hernandez*
7 *Padilla v. All I Do Is Wing Inc., et al.*, filed in the Stanislaus County Superior Court, Case No.
8 CV-24-009165. Plaintiff and Defendants shall be, at times, collectively referred to as the
9 “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the
10 claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

11 **1. DEFINITIONS**

12 1.1. “**Action**” means Plaintiff’s PAGA lawsuit, alleging penalties for wage and hour
13 violations against Defendants, captioned *Lazaro Hernandez Padilla v. All I Do Is Wing Inc., et*
14 *al.*, Case No. CV-24-009165, initiated on November 12, 2024, and pending in the Stanislaus
15 County Superior Court.

16 1.2. “**Administrator**” means Apex Class Action Administration (“Apex”), the neutral
17 entity Plaintiff has selected to administer the Settlement.

18 1.3. “**Administration Expenses Payment**” means the amount the Administrator will
19 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
20 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
21 with approval of this Settlement.

22 1.4. “**Aggrieved Employees**” means all persons currently or formerly employed by
23 Defendants as non-exempt, hourly-paid employees, during the PAGA Period in the State of
24 California.

25 1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying
26 information in Defendants’ possession including the Aggrieved Employee’s name, last-known
27 mailing address, Social Security number, and number of PAGA Pay Periods.
28

1 1.6. **“Aggrieved Employee Address Search”** means the Administrator’s
2 investigation and search for current Aggrieved Employee mailing addresses using all reasonably
3 available sources, methods and means including, but not limited to, the National Change of
4 Address database, skip traces, and direct contact by the Administrator with Aggrieved
5 Employees.

6 1.7. **“Court”** means the Superior Court of California, County of Stanislaus.

7 1.8 **“Defendants”** means All I Do Is Wing Inc., Winganomics Inc., Wing Me Over
8 Inc., Right Swing, Inc., Wingology Inc., Winging Is Everything Inc., Wingcraft Inc., Winging Is
9 a Habit Inc., and Wing or Lose Inc.

10 1.9. **“Defense Counsel”** means Laura A. Wolfe of McCormick Barstow LLP.

11 1.10. **“Effective Date”** means the date by when both of the following have occurred:
12 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the
13 Judgment is final.

14 1.11. **“Gross Settlement Amount”** means \$326,700.00 which is the total amount
15 Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The
16 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
17 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and
18 Administrator’s Expenses Payment.

19 1.12. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
20 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
21 Employee worked during the PAGA Period.

22 1.13. **“Judgment”** means the judgment entered by the Court based upon the Final
23 Approval.

24 1.14. **“LWDA”** means the California Labor and Workforce Development Agency, the
25 agency entitled, under Labor Code section 2699, subd. (i).

26 1.15. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
27 LWDA under Labor Code section 2699, subd. (i).

1 1.16. **“Net Settlement Amount”** means the Gross Settlement Amount, less the
2 following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA
3 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration
4 Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA
5 Payments.

6 1.17. **“PAGA Counsel”** means David D. Bibiyan, Vedang J. Patel and Megan R. Lazar
7 of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

8 1.18. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses**
9 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
10 attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as described in
11 paragraph 3.2.1 below.

12 1.19. **“PAGA Pay Period”** means any Pay Period during which an Aggrieved
13 Employee worked for Defendants for at least one day during the PAGA Period.

14 1.20. **“PAGA Period”** means the period from September 8, 2023 through June 20,
15 2025.

16 1.21. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

17 1.22. **“PAGA Notice”** means the June 20, 2024 letter that Plaintiff sent to Defendants
18 and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

19 1.23. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
20 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to
21 LWDA in settlement of PAGA claims.

22 1.24. **“Plaintiff”** means Lazaro Hernandez Padilla, the named plaintiff in the Action.

23 1.25. **“Approval Order”** means the proposed Court Order Granting Approval of PAGA
24 Settlement.

25 1.26. **“Released PAGA Claims”** means the claims being released by the Plaintiff and
26 PAGA Counsel and as described in Paragraph 5 below.

1.27. “**Released Parties**” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.28. “**Settlement**” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS**

2.1. On November 12, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for civil penalties under PAGA for the Labor Code violations alleged in the PAGA Notice. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged (“PAGA Action” or “Operative Complaint”).

2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notices to Defendants and the LWDA by sending the PAGA Notice on June 20, 2024.

2.3. On June 19, 2025, the parties participated in an all-day mediation presided over by Tagore Subramaniam, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery. (1) time and payroll records for a sampling of the Aggrieved Employees during the PAGA Period; (2) all relevant policy documents of Defendants; and (4) Plaintiff’s personnel records.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS**

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$326,700.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement

1 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
2 payment. None of the Gross Settlement Amount will revert to Defendants.

3 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
4 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
5 by the Court in the Final Approval:

6 **3.2.1. To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
7 one-third (1/3) of the Gross Settlement Amount, subject to escalation
8 pursuant to section 8.1 of this Agreement and approval by the Court, which
9 is currently estimated to be \$108,900.00 and PAGA Counsel Litigation
10 Expenses Payment of not more than \$40,000.00. Defendants will not
11 oppose requests for Court approval of these payments provided that they
12 do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an
13 application or motion for PAGA Counsel Fees Payment and PAGA
14 Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees
15 Payment and/or a PAGA Counsel Litigation Expenses Payment less than
16 the amounts requested, the Administrator will allocate the remainder to the
17 Net Settlement Amount. Released Parties shall have no liability to PAGA
18 Counsel or any other Plaintiff's Counsel arising from any claim to any
19 portion any PAGA Counsel Fees Payment and/or PAGA Counsel
20 Litigation Expenses Payment. The Administrator will pay the PAGA
21 Counsel Fees Payment and PAGA Counsel Expenses Payment using one
22 or more IRS 1099 Forms. PAGA Counsel assume full responsibility and
23 liability for taxes owed on the PAGA Counsel Fees Payment and the
24 PAGA Counsel Litigation Expenses Payment and hold Defendants
25 harmless, and indemnify Defendants, from any dispute or controversy
26 regarding any division or sharing of any of these Payments. There will be
27 no additional charge of any kind to Aggrieved Employees or request for
28 additional consideration from Defendants for such work unless,

Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To the Administrator:** An Administrator Expenses Payment not to exceed \$6,900.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$6,900.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of no less than \$170,900 to be paid from the Gross Settlement Amount, with 75% (\$128,175.00) allocated to the LWDA PAGA Payment and 25% (\$42,725.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$42,725.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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1 **4. SETTLEMENT FUNDING PAYMENTS**

2 4.1. **Aggrieved Employee Pay Periods.** Based on a review of Defendants’ records as
3 of mediation, the Parties understand there are 504 Aggrieved Employees who worked a total of
4 9,432 PAGA Pay Periods in the proposed PAGA group.

5 4.2. **Aggrieved Employee Data.** Within 30 days of full execution of the settlement
6 agreement, Defendants will simultaneously deliver the Aggrieved Employee Data to the
7 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee’s
8 privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use
9 the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
10 restrict access to the Aggrieved Employee Data to Administrator employees who need access to
11 the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a
12 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
13 Employee Data omitted employee identifying information and to provide corrected or updated
14 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
15 by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties
16 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
17 resolve any issues related to missing or omitted Aggrieved Employee Data.

18 4.3. **Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross
19 Settlement Amount by transmitting the funds to the Administrator in two payments:

20 4.3.1 Half of the Gross Settlement Amount is due thirty (30) calendar days after
21 the Effective Date (“First Payment”);

22 4.3.2 The second half of the Gross Settlement Amount is due ninety (90)
23 calendar days after the First Payment.

24 4.4. **Payments from the Gross Settlement Amount.** Within 14 days after Defendants
25 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
26 Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees
27 Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel
28

1 Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede
2 disbursement of Individual PAGA Payments.

3 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
4 and send them to the Aggrieved Employees via First Class U.S. Mail,
5 postage prepaid. The face of each check shall prominently state the date
6 (not less than 180 days after the date of mailing) when the check will be
7 voided. The Administrator will cancel all checks not cashed by the void
8 date. Before mailing any checks, the Settlement Administrator must update
9 the recipients' mailing addresses using the National Change of Address
10 Database.

11 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
12 for all Aggrieved Employees whose checks are returned undelivered
13 without USPS forwarding address. Within 7 days of receiving a returned
14 check the Administrator must re-mail checks to the USPS forwarding
15 address provided or to an address ascertained through the Aggrieved
16 Employee Address Search. The Administrator need not take further steps
17 to deliver checks to Aggrieved Employees whose re-mailed checks are
18 returned as undelivered. The Administrator shall promptly send a
19 replacement check to any Aggrieved Employee whose original check was
20 lost or misplaced, requested by the Aggrieved Employee prior to the void
21 date.

22 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
23 uncashed and cancelled after the void date, the Administrator shall
24 transmit the funds represented by such checks to the California Controller's
25 Unclaimed Property Fund in the name of the Aggrieved Employee.

26 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants
27 to confer any additional benefits or make any additional payments to the
28

Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, PAGA Complaint and the PAGA Notice for PAGA civil penalties.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

1 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
2 expeditiously finalizing and filing the motion for approval of this Settlement after the full
3 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
4 and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for
5 delivering the Court’s Preliminary Approval to the Administrator.

6 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
7 application or motion for approval of this Settlement and/or the supporting declarations and
8 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
9 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
10 If the Court does not grant the motion for approval of this Settlement or conditions its approval
11 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
12 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
13 in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

14 **7. SETTLEMENT ADMINISTRATION**

15 **7.1. Selection of Administrator.** Plaintiff has selected Apex Class Action
16 Administration, (“Apex”) to serve as the Administrator and verified that, as a condition of
17 appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
18 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
19 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
20 the Administrator other than a professional relationship arising out of prior experiences
21 administering settlements.

22 **7.2. Employer Identification Number.** The Administrator shall have and use its own
23 Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and
24 providing reports state and federal tax authorities.

25 **7.3. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
26 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
27 Regulation section 468B-1.
28

1 7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all
2 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

3 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
4 **CLAUSE**

5 Based on Defendants' records, the Parties understand that, as of mediation, there are 504
6 Aggrieved Employees who worked 9,432 Pay Periods during the PAGA Period.

7 8.1. **Escalator Clause.** Defendants represent that there are approximately 9,432 Pay
8 Periods worked by Aggrieved Employees during the PAGA Period. In the event the actual
9 number of Pay Periods worked during the PAGA Period increased by more than 10%, or 943
10 Pay Periods, then either: (1) the Gross Settlement Amount shall be increased proportionally by
11 the Pay Periods in excess of 10,375 Pay Periods multiplied by the Pay Period value. The Pay
12 Period value shall be calculated by dividing the originally agreed-upon GSA by 9,432, which
13 amounts to a Pay Period value of \$35.51. Thus, for example should there be 11,000 Pay Periods
14 in the PAGA Period, then the Gross Settlement Amount shall be increased by \$22,193 ((11,000
15 Pay Periods – 10,375 Pay Periods) x \$35.51); or (2) in the alternative, Defendants may elect to
16 cut off the PAGA Period as of the date the number of Pay Periods reaches 10,375. Defendants
17 shall provide the Class Data to the administrator no later than 30 days after full execution of the
18 long form agreement. Defendant shall make their election regarding the above no later than 7
19 days after receiving information from the administrator regarding the workweek count. Should
20 Defendants fail to make their election within the above timeframe, then option (1) shall
21 automatically apply.

22 **9. CONTINUING JURISDICTION OF THE COURT**

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

27 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
28 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and

1 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
2 rights to appeal from the Judgment, including all rights to post-judgment and appellate
3 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
4 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
5 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
6 perform under this Agreement will be suspended until such time as the appeal is finally resolved
7 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
8 Settlement Amount.

9 **10. ADDITIONAL PROVISIONS**

10 **10.1. No Admission of Liability or Representative Manageability for Other**
11 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
12 Nothing in this Agreement is intended or should be construed as an admission by Defendants
13 that any of the allegations in the Operative Complaint have merit or that Defendants have any
14 liability for any claims asserted; nor should it be intended or construed as an admission by
15 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative
16 treatment is for purposes of this Settlement only. If, for any reason the Court does not approve
17 this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff
18 reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties'
19 willingness to settle the Action will have no bearing on, and will not be admissible in connection
20 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
21 Agreement).

22 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
23 Agreement together with its attached exhibits shall constitute the entire agreement between the
24 Parties relating to the Settlement, superseding any and all oral representations, warranties,
25 covenants, or inducements made to or by any Party.

26 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
27 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take
28 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
4 use their best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
6 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
7 the form or content of any document necessary to implement the Settlement, or on any
8 modification of the Agreement that may become necessary to implement the Settlement, the
9 Parties will seek the assistance of a mediator and/or the Court for resolution.

10 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
11 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
12 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense
15 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
19 amended, modified, changed, or waived only by an express written instrument signed by all
20 Parties or their representatives, and approved by the Court.

21 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
22 inure to the benefit of, the successors of each of the Parties.

23 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
24 be governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
27 preparation of this Agreement. This Agreement will not be construed against any Party on the
28 basis that the Party was the drafter or participated in the drafting.

1 10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 10.12. **Use of Aggrieved Employee Data.** Information provided to PAGA Counsel
5 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to
6 PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations,
7 or in connection with the Settlement, may be used only with respect to this Settlement, and no
8 other purpose, and may not be used in any way that violates any existing contractual agreement,
9 statute, or rule of court.

10 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement
11 is inserted for convenience of reference only and does not constitute a part of this Agreement.

12 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
13 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
14 weekend or federal legal holiday, such date or deadline shall be on the first business day
15 thereafter.

16 10.15. **Notice.** All notices, demands or other communications between the Parties in
17 connection with this Agreement will be in writing and deemed to have been duly given as of the
18 third business day after mailing by United States mail, or the day sent by email or messenger,
19 addressed as follows:

20 To Plaintiff:

21 **BIBIYAN LAW GROUP, P.C.**
22 Vedang J. Patel (SBN 328647)
23 *vedang@tomorrowlaw.com*
24 Megan R. Lazar (Cal Bar No. 316197)
25 *megan@tomorrowlaw.com*
26 1460 Westwood Boulevard
27 Los Angeles, California 90024
28 Tel: (310) 438-5555; Fax: (310) 300-1705

 To Defendants:

MCCORMICK BARSTOW LLP
 Laura A. Wolfe (SBN 266751)
 laura.wolfe@mccormickbarstow.com
 7647 North Fresno Street
 Fresno, CA 93720
 Tel: (559) 433-2160; Fax: (559) 433-2300

1 **10.16. Execution in Counterparts.** This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
6 prove the existence and contents of this Agreement.

7 **10.17. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
8 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
10 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 **10.18. Severability.** In the event that one or more of the provisions contained in this
13 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
14 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'
15 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
16 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
17 included in this Agreement.

18 **IT IS SO AGREED:**

19 *Lazaro Hernandez Padilla*

20 06/16/2026

21 Plaintiff Lazaro Hernandez Padilla

22 Defendant All I Do Is Wing Inc.

23 By: _____

24 Its: _____

25 Defendant Winganomics Inc.

26 By: _____

27 Its: _____

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Defendant Wing Me Over Inc.
By: _____
Its: _____

Defendant Right Swing, Inc.
By: _____
Its: _____

Defendant Wingology Inc.
By: _____
Its: _____

Defendant Winging Is Everything Inc.
By: _____
Its: _____

Defendant Wingcraft Inc.
By: _____
Its: _____

Defendant Winging Is a Habit Inc.
By: _____
Its: _____

Defendant Wing or Lose Inc.
By: _____
Its: _____

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1 **As to form only:**
2

3 Vedang J. Patel 6/17/2026
4 Vedang J. Patel
5 Megan R. Lazar
6 Counsel for Plaintiff Lazaro Hernandez
7 Padilla

Laura A. Wolfe
Counsel for Defendants All I Do Is Wing
Inc., et. al.

1 Mona Yusuf

2 Defendant Wing Me Over Inc.

3 By: Mona Yusuf

4 Its: Secretary

5 John Zeb Khan

6 Defendant Right Swing, Inc.

7 By: JOHN ZEB KHAN

8 Its: SECRETARY

9 Nazish Khan

10 Defendant Wingology Inc.

11 By: Nazish Khan

12 Its: Secretary

13 Nargis Khan

14 Defendant Winging Is Everything Inc.

15 By: Nargis Khan

16 Its: Secretary

17 Nargis Khan

18 Defendant Wingcraft Inc.

19 By: Nargis Khan

20 Its: Secretary

21 John Zeb Khan

22 Defendant Winging Is a Habit Inc.

23 By: JOHN ZEB KHAN

24 Its: Secretary

25 John Zeb Khan

26 Defendant Wing or Lose Inc.

27 By: JOHN ZEB KHAN

28 Its: SECRETARY

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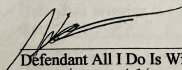
1 **10.16. Execution in Counterparts.** This Agreement may be executed in one or more
2 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
3 Agreement shall be accepted as an original. All executed counterparts and each of them will be
4 deemed to be one and the same instrument if counsel for the Parties will exchange between
5 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
6 prove the existence and contents of this Agreement.

7 **10.17. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
8 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
10 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
11 process.

12 **10.18. Severability.** In the event that one or more of the provisions contained in this
13 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
14 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'
15 Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually
16 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
17 included in this Agreement.

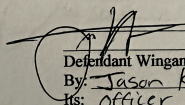
18 **IT IS SO AGREED:**

19
20 _____
21 Plaintiff Lazaro Hernandez Padilla

22 
23 Defendant All I Do Is Wing Inc.

24 By: Nargis Khan

25 Its: Secretary

26 
27 Defendant Winganomics Inc.

28 By: Jason Khan

Its: Officer

///