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and on behalf of others similarly situated

[ADDITIONAL COUNSEL ON FOLLOWING PAGE]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MICHAEL BARCA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ICHIMAN-YA CORPORATION DBA
KIWAMI, a California corporation; KATSU-
YA GROUP, INC., a California corporation;
THE IZAKA-YA, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24STCV25289

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

*[Assigned for all purposes to Honorable Elihu
M. Berle Department 6]*

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Katsu-Ya Group, Inc.

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Michael Barca (“Plaintiff”) and Defendants Ichiman-Ya Corporation dba Kiwami, The Izaka-Ya, Inc., and Katsu-Ya Group, Inc. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations and civil penalties against Defendants captioned *Michael Barca v. Ichiman-Ya Corporation dba Kiwami, Katsu-Ya Group, Inc., and The Izaka-Ya, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25289, initiated on September 30, 2024 (the “Class Action”), and pending in the Court.

1.2 “Administrator” means Phoenix Class Action Administrative Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 “PAGA Employee” means all current and former hourly, non-exempt employees who worked at least one pay period for Defendants in California during the PAGA Period.

1.5 “Class” means all current and former hourly, non-exempt employees who were employed by Defendants in the State of California during the Class Period.

1.6 “Class Counsel” means Nicol E. Hajjar and Rachel J. Vinson of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees as requested pursuant to motion by Plaintiff’s Counsel in an amount not to exceed 35% of the Gross Settlement Amount (currently \$367,500.00).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of verified litigation costs and expenses incurred to prosecute the Action, not to exceed \$25,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Employee).

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and/or PAGA Employees.

1.12 “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13 “Class Period” means the period from September 30, 2020 to December 31, 2025.

1.14 “Class Representative” means the named Plaintiff, Michael Barca, in the Operative Complaint and Action seeking Court approval to serve as a class representative.

1.15 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Los Angeles.

1.17 “Defendants” means named Defendants Ichiman-Ya Corporation dba Kiwami, The Izaka-Ya, Inc.

1.18 “Defense Counsel” means Shannon R. Finley and Ethan D. Anderson of Pettit Kohn Ingrassia Lutz & Dolin PC and Paul C. Fricke of Fricke & Barnes Law.

1.19 “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from

the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Gross Settlement Amount” or “GSA” means \$1,050,000, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 4.1.1, *infra*. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and Administration Expenses Payment.

1.23 “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount based on the number of Workweeks worked during the Class Period unless they opt out of the Settlement. Class Members are not required to submit claim forms to receive their share of the Individual Settlement Payments.

1.24 “Individual PAGA Payment” means each PAGA Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period. PAGA Employees will be provided their Individual PAGA Payments even if they opt out of the class action portions of the Settlement.

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26 “LWDA” means the California Labor and Workforce Development Agency.

1.27 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.28 “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “Objection” means a written objection to the class action components of the Settlement sent by a Participating Class Member to the Administrator in accordance with Paragraph 7.7 and the Class Notice, or an oral objection presented at the Final Approval Hearing as permitted by the Court. Class Members and PAGA Employees cannot object to the PAGA portion of the Settlement.

1.31 “Objection Form” means the optional form attached as **Exhibit B** that a Participating Class Member may use to submit a written Objection. A written Objection will not be rejected solely because the Class Member does not use the Objection Form or omits information requested by the form, so long as the Administrator can reasonably identify the Class Member and understand the basis of the Objection.

1.32 “Operative Complaint” means the operative class and PAGA complaint filed in the Action.

1.33 “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Defendants for at least one day during the PAGA Period and was paid, based on Defendants’ hire dates, last dates worked, separation dates (as applicable), and rehire dates (as applicable), and may exclude periods when the PAGA Employee did not work.

1.34 “PAGA Period” means the period from June 20, 2023 to December 31, 2025.

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

1.36 “PAGA Notice” means Plaintiff’s June 20, 2024 letter (LWDA-CM- 1035161-24) to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 “PAGA Penalties” means the total amount of PAGA civil penalties (\$105,000.00) to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Employees (\$36,750.00) and 65% to LWDA (\$68,250.00) in settlement of PAGA claims.

1.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.39 “Plaintiff” means Michael Barca, the named plaintiff in the Action.

1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.41 “Released Class Claims” means the claims being released, as described in Paragraphs 5.2 and 5.2.1 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraphs 5.3 and 5.3.1 below.

1.43 “Released Parties” means Defendants Ichiman-Ya Corporation dba Kiwami, The Izaka-Ya, Inc., and all of Defendants’ current and former related entities, other related business entities, parents, and equity holders, owners, and alleged and potential joint employers of any of the Class Members or PAGA Employees, and each of their respective divisions, subsidiaries, joint ventures, members, actual or alleged joint employers, members, directors, officers, employees, contractors, principals, members, agents, investors, representatives, accountants, auditors, attorneys, insurers, consultants, other representatives or persons or acting by, under or in concern with any of the forgoing, and each of the forgoing successors, predecessors and heirs, and any other persons that could be jointly liable with Defendants for any of the Released Claims.

1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. Class Members and PAGA Employees cannot exclude themselves from the PAGA portion of the Settlement.

1.45 “Response Deadline” means forty-five (45) days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or USPS mail Requests for Exclusion, (b) fax, email, or USPS mail objections to the Settlement, or (c) fax, email, or USPS mail a challenge to the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline.

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

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1.47 “Workweek” means any week during which a Class Member worked as an hourly-paid or non-exempt employee for Defendants for at least one day during the Class Period and was paid, based on hire dates, last dates worked, separation dates (as applicable), and rehire dates (as applicable), and may exclude periods when the Class Member did not work.

2. RECITALS.

2.1 On September 30, 2024, Plaintiff commenced this Action by filing a complaint alleging against Defendants the following causes of action (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; (8) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.*; and (9) Civil Penalties Under PAGA.

2.2 On June 20, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM- 1035161-24.)

2.3 The Parties agreed to participate in mediation encompassing both the Class and PAGA claims.

2.4 Before mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel file, a representative sampling of Class Members’ time and payroll data, and Defendants’ policy documents in effect during the Class Period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5 On October 4, 2025, the Parties participated in an all-day mediation presided over by mediator Monica Ngo-Bonnici (“Mediator”).

2.6 Shortly thereafter, the Parties accepted a mediator’s settlement proposal on October 7, 2025, thereby reaching a complete resolution of all claims, including those arising under PAGA.

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2.7 Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged in the Action.

2.8 On August 19, 2026, Plaintiff filed a request to dismiss Katsu-Ya Group, Inc., and Plaintiff will take any and all additional steps needed (if any) to ensure that Katsu-Ya Group, Inc. is dismissed from the Action.

2.9 The Court has not granted class certification because the Parties engaged in mediation before any class certification was filed.

2.10 The Parties, Class 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 4.1.1 below, Defendants will pay \$1,050,000 and no more as the Gross Settlement Amount and to pay separately all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiff: Class Representative Service Payment of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class

Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Tax Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$367,500.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00 according to proof. Defendants will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Tax Form 1099(s). Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment for actual costs, not to exceed \$25,000.00 except for a showing of good cause and as approved by the Court. To the

1 extent the Administration expenses are less or the Court approves payment of less than
2 \$25,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3 3.2.4 To Each Participating Class Member: An Individual Class Payment which the
4 Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of
5 Workweeks worked by all Participating Class Members during the Class Period and (b)
6 multiplying the result by each Participating Class Member's Workweeks.

7 3.2.4.1 Tax Allocation of Individual Class Payments. Fifteen percent (15%) of
8 each Participating Class Member's Individual Class Payment will be allocated to the settlement
9 of wage claims (the "Wage Portion"). The Wage Portions are subject to income tax withholding
10 and will be reported on an IRS Tax Form W-2. The remaining 85% of each Participating Class
11 Member's Individual Class Payment will be allocated to the settlement of claims for interest and
12 statutory penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
13 withholdings and will be reported on IRS Tax Form 1099(s). Participating Class Members assume
14 full responsibility and liability for any employee taxes owed on their Individual Class Payment.

15 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
16 Class Payments. Non-Participating Class Members will not receive any Individual Class
17 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
18 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

19 3.2.5 To the LWDA and PAGA Employees: PAGA Penalties in the amount of
20 \$105,000.00 to be paid from the Gross Settlement Amount, with 65% (\$68,250.00) allocated to
21 the LWDA PAGA Payment and 35% (\$36,750.00) allocated to the Individual PAGA Payments.

22 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
23 dividing the amount of the PAGA Employees' 35% share of PAGA Penalties (\$36,750.00) by the
24 total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA
25 Period, and (b) multiplying the result by each individual PAGA Employee's PAGA Pay Periods.
26 PAGA Employees assume full responsibility and liability for any taxes owed on their Individual
27 PAGA Payment.
28

3.2.5.2 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 Tax Form 1099(s).

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Size Estimates. Based on a review of its records as of the date of mediation (October 4, 2025), Defendants estimate there are 296 Class Members who collectively worked a total of 24,449 workweeks from the start of the Class Period through the date of mediation, and 184 PAGA Employees who worked a total of 5,693 PAGA Pay Periods from the start of the PAGA Period through the date of mediation.

4.1.1 Escalator Clause. Should the total number of Workweeks increase beyond 10% (i.e., more than 26,894 Workweeks) during the Class Period, Defendants shall have the option either to: (i) increase the Gross Settlement Amount proportionally by the percentage increase in the number of total Workweeks above 10% (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) rolling back the end date of the Class Period to the date on which the total Workweeks reaches, but does not exceed, 26,894 (i.e. 24,449 x 1.1).

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator in five (5) installments as follows: 1) the first installment of \$210,000.00 shall be made no later than thirty (30) calendar days after the Effective Date; 2) the second installment of \$210,000.00 shall be made within sixty (60) days of the due date of the first installment; 3) the third installment of \$210,000.00 shall be made within sixty (60) days of the due date of the second installment; 4) the fourth installment of \$210,000.00 shall be made within sixty (60) days of the due date of the third installment; 5) the fifth and final installment of \$210,000.00 plus Defendants' share of payroll taxes shall be made within sixty (60) days of the due date of the fourth installment.

4.3 Payments from the Gross Settlement Amount. Within seven (7) days after Defendants have fully funded the GSA, the Administrator will mail checks for all Individual Class Payments,

1 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
2 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
3 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
4 Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall
5 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

6 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or
7 Individual PAGA Payments and send them to the Class Members and PAGA Employees via First
8 Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less
9 than 180 days after the date of mailing) when the check will be voided. The Administrator will
10 cancel all checks not cashed by the void date. The Administrator will send checks for Individual
11 Class Payments to all Participating Class Members (including those for whom Class Notice was
12 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
13 PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees
14 (including those for whom Class Notice was returned undelivered). The Administrator may send
15 Participating Class Members who are also PAGA Employees a single check combining the
16 Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the
17 Administrator must update the recipients' mailing addresses using the National Change of
18 Address Database.

19 4.3.2 The Administrator must conduct a Class Member Address Search for all Class
20 Members and PAGA Employees whose checks are returned undelivered without a United States
21 Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check
22 the Administrator must re-mail the check to the USPS forwarding address provided or to an
23 address ascertained through the Class Member Address Search. The Administrator need not take
24 further steps to deliver checks to Class Members or PAGA Employees whose re-mailed checks
25 are returned as undelivered. The Administrator shall promptly send a replacement check to any
26 Class Member or PAGA Employee whose original check was lost or misplaced, as requested by
27 the Class Member or PAGA Employee before the void date.
28

1 4.3.3 For any Class Member whose Individual Class Payment check is uncashed and
2 cancelled after the void date, the Administrator shall transmit the funds represented by such a
3 check to the California Controller's Unclaimed Property Fund in the name of the Class Member
4 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
5 Procedure Section 384, subd. (b) and the orders of the Court.

6 4.3.4 For any PAGA Employee whose Individual PAGA Payment check is uncashed and
7 cancelled after the void date, the Administrator shall transmit the funds represented by such check
8 to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee
9 thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure
10 section 384, subdivision (b).

11 4.3.5 The payment of Individual Class Payments and Individual PAGA Payments shall
12 not obligate Defendants to confer any additional benefits or make any additional payments to
13 Class Members or PAGA Employees (such as 401(k) contributions or bonuses) beyond those
14 specified in this Agreement.

15 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants have fully funded the
16 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion
17 of the Individual Class Payments, Plaintiff, Class Members, PAGA Employees, and Class
18 Counsel will release claims against all Released Parties as follows:

19 5.1 **Plaintiff's Complete and General Release.** Plaintiff and Plaintiff's respective former
20 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
21 generally release and discharge Released Parties from any and all known and unknown claims,
22 transactions, or occurrences that occurred during the Class Period, including, but not limited to:
23 (a) all claims that were, or reasonably could have been, alleged based on the facts contained in
24 the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged
25 based on facts contained in the Operative Complaint and the PAGA Notice; c) all claims arising
26 from Plaintiff's employment relationship, or termination of employment relationship, with
27 Defendants including claims under the Fair Employment and Housing Act, Americans with
28 Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all

equivalent claims under federal law; and (d) any known and unknown claims of any nature arising from any act or omission of the Released Parties occurring prior to the Effective Date (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

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 Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint during the Class Period including (“Released Class Claims”):

5.2.1 (i) failure to properly calculate and pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (ii) failure to pay wages for off-the-clock work; (iii) failure to pay all overtime and double time wages (including failure to pay overtime, double time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (iv) failure to provide for compliant meal periods; (v) failure to provide for compliant rest periods; (vi) failure to pay premiums (or correct premiums) for non-compliant

meal and rest periods; (vii) failure to properly provide for and/or calculate and pay paid sick leave benefit pay; (viii) failure to include bonuses or other incentive compensation in the regular rate of pay calculation or to weight wage rates properly when calculating the regular rate of pay, bonus, and incentive pay; (ix) failure timely to pay wages due at termination and during employment; (x) failure to provide accurate, itemized wage statements; (xi) failure to pay employees two times per month or timely during employment; and (xii) all claims under Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226(b), 226(e), 226(h), 226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2801, and 2802, as well as claims for unfair competition/unfair business practices under the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims. (“Released Class Claims”)

5.2.2 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation or claims based on events occurring outside the Class Period.

5.3 Release by PAGA Employees: All PAGA Employees, including Non-Participating Class Members who are PAGA Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698 *et seq.*, arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice (“Released PAGA Claims”):

5.3.1 (i) failure to properly calculate and pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (ii) failure to pay wages for off-the-clock work; (iii) failure to pay all overtime and

double time wages (including failure to pay overtime, double time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (iv) failure to provide for compliant meal periods; (v) failure to provide for compliant rest periods; (vi) failure to pay premiums (or correct premiums) for non-compliant meal and rest periods; (vii) failure to provide for and/or calculate and pay paid sick leave pay; (viii) failure to include bonuses or other incentive compensation in the regular rate of pay calculation or to weight wage rates properly when calculating the regular rate of pay, bonus, and incentive pay; (ix) failure timely to pay wages due at termination and during employment; (x) failure to provide accurate, itemized wage statements; (xi) failure to pay employees two times per month or timely during employment; and (xii) all claims under Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226(b), 226(e), 226(h), 226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2801, 2802, and 2699.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 **Plaintiff’s Responsibilities**. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice, Request for Exclusion Form, and Objection Form; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, §

2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing and obtaining a prompt hearing date for the Motion for Preliminary Approval, unless otherwise ordered by the Court. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

1 7.2 Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports to state and federal tax authorities.

4 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
6 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
7 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
8 to Participating Class Members.

9 7.4 Notice to Class Members.

10 7.4.1 No later than fourteen (14) days after the Court grants Preliminary Approval,
11 Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
12 spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class
13 Data in confidence, use the Class Data only for purposes of this Settlement and for no other
14 purpose, and restrict access to the Class Data to Administrator employees who need access to
15 effect and perform under this Agreement. Defendants have a continuing duty to immediately
16 notify Class Counsel if it discovers that the Class Data omitted Class Member identifying
17 information and to provide corrected or updated Class Data as soon as reasonably feasible.
18 Without any extension of the deadline by which Defendants must send the Class Data to the
19 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
20 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

21 7.4.2 Not later than five (5) business days after receipt of the Class Data, the
22 Administrator shall notify Class Counsel that the list has been received and state the number of
23 Class Members, PAGA Employees, Workweeks and PAGA Pay Periods in the Class Data. Class
24 Counsel and Defense Counsel shall agree on the Class Notice and approve of the mailing
25 schedule.

26 7.4.3 Using best efforts to perform as soon as possible, and in no event later than fourteen
27 (14) days after receiving the Class Data, the Administrator will send to all Class Members
28 identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation

1 substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class
2 Notice shall prominently estimate the dollar amounts of any Individual Class Payment and
3 Individual PAGA Payment (if applicable) payable to the Class Member, and the number of
4 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before
5 mailing Class Notices, the Administrator shall update Class Member addresses using the National
6 Change of Address database. The Administrator shall also provide the Objection Form and
7 Request for Exclusion Form with the Class Notice, which will be provided substantially in the
8 forms attached to this Agreement as **Exhibits B and C**, respectively.

9 7.4.4 Not later than five (5) calendar days after the Administrator's receipt of any Class
10 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
11 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
12 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
13 Notice to the most current address obtained. The Administrator has no obligation to make further
14 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
15 USPS a second time.

16 7.4.5 The deadline for Class Members' written objections, challenges to Workweeks
17 and/or PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members
18 whose notices are re-mailed. Class Members to whom Class Notices are resent after having been
19 returned undeliverable to the Administrator shall have their deadline extended an additional
20 fourteen (14) calendar days beyond the forty-five (45) day Response Deadline. The Administrator
21 will inform the Class Member of the extended deadline with the re-mailed Class Notice.

22 7.4.6 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data and should
24 have received Class Notice, the Parties will expeditiously meet and confer in person or by
25 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
26 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
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1 requiring them to exercise options under this Agreement not later than fourteen (14) days after
2 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

3 **7.5 Requests for Exclusion (Opt-Outs).**

4 7.5.1 Class Members who wish to exclude themselves from (opt out of) the Class
5 Settlement must send the Administrator, by fax, email, or USPS mail, a signed written Request
6 for Exclusion, including by using the Request for Exclusion Form attached as **Exhibit C**, not later
7 than the Response Deadline (plus an additional fourteen (14) days for Class Members whose
8 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class
9 Member's representative that reasonably communicates the Class Member's election to be
10 excluded from the Settlement and includes the Class Member's name, address, and email address
11 or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or
12 postmarked by the Response Deadline. Class Members and PAGA Employees cannot opt out of
13 the PAGA portion of the Settlement.

14 7.5.2 The Administrator may reject a Request for Exclusion as invalid because it fails to
15 contain all the information specified in the Class Notice. If Class Counsel or Defense Counsel
16 object to a determination by the Administrator, the Administrator's determination shall be
17 reviewed by the Court. If the Administrator has reason to question the authenticity of a Request
18 for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If
19 Class Counsel or Defense Counsel object to a determination by the Administrator, the
20 Administrator's determination of authenticity shall be reviewed by the Court. The Court's
21 determination shall be final and not appealable or otherwise susceptible to challenge.

22 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
23 is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and
24 conditions of the Settlement, including the Participating Class Members' Release under
25 Paragraphs 5.2 and 5.2.1 of this Agreement, regardless of whether the Participating Class Member
26 actually receives the Class Notice or objects to the Settlement.

27 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
28 Non-Participating Class Member and shall not receive an Individual Class Payment or have the

1 right to object to the class action components of the Settlement. Because future PAGA claims are
2 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
3 are PAGA Employees are deemed to release the Released PAGA Claims identified in Paragraphs
4 5.3 and 5.3.1 of this Agreement and are eligible for an Individual PAGA Payment.

5 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the
6 Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice
7 is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the
8 Class Member in the Class Notice. The Class Member may challenge the allocation by
9 communicating with the Administrator via fax, email, or mail, including by submitting a
10 completed Objection Form, attached as **Exhibit B**. The Administrator must encourage the
11 challenging Class Member to submit supporting documentation. In the absence of any contrary
12 documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay
13 Periods contained in the Class Notice are correct if they are consistent with the Class Data. The
14 Administrator's determination of allocations of Workweeks and/or PAGA Pay Periods is final
15 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
16 provide Defense Counsel and Class Counsel copies of all challenges to the calculation of
17 Workweeks and/or PAGA Pay Periods and the Administrator's determination of the challenges
18 with personal information (including the names, addresses, phone numbers, and/or full or partial
19 social security numbers) redacted.

20 7.7 Objections to Settlement.

21 7.7.1 Only Participating Class Members may object to the class action components of the
22 Settlement and this Agreement, including contesting the fairness of the Settlement and the
23 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
24 Payment, and Class Representative Service Payment.

25 7.7.2 Participating Class Members may send written Objections to the Administrator,
26 including a completed Objection Form, by fax, email, or mail no later than the Response Deadline.
27 Objections must be postmarked on or before the Response Deadline. The Objection must include:
28 (a) the case name and number; (b) the Class Member's name; (c) the Class Member's address and

1 telephone number; (e) last four digits of the Class Member's Social Security number; and (f) the
2 basis for the Objection. In the alternative, Participating Class Members may appear in Court (or
3 hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A
4 Participating Class Member who elects to send a written Objection to the Administrator must do
5 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
6 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7 7.7.3 Non-Participating Class Members have no right to object to any of the class action
8 components of the Settlement.

9 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
10 performed or observed by the Administrator set forth in this Agreement or otherwise. The
11 Administrator has a duty to utilize a unique, secure link to accept confidential class information.
12 Alternately, Defense Counsel can opt to provide the Class Data to the Administrator using its own
13 secure platform.

14 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
15 maintain, and use a website to post information of interest to Class Members including the date,
16 time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
17 Preliminary Approval, the Preliminary Approval, the Class Notice, the Request for Exclusion
18 Form, the Objection Form, the Motion for Final Approval, and the Judgment. The Administrator
19 will also maintain and monitor a toll-free telephone number to receive Class Member calls, faxes
20 and emails.

21 7.8.2 Requests for Exclusion (Opt-outs). The Administrator will promptly review on a
22 rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) days after
23 the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email
24 a list to Class Counsel and Defense Counsel containing (a) the number of Class Members who
25 have timely submitted valid Requests for Exclusion; (b) the number of Class Members who have
26 submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted
27 (whether valid or invalid) with all personal contact information for opt-outs and Class Members
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(including the names, addresses, phone numbers, and/or full or partial social security numbers) redacted before they are provided to Class Counsel.

7.8.3 Objection Procedures. The Class Notice shall state Class Members who wish to object to the Settlement may do so by submitting a written Objection, including submitting the optional Objection Form, to the Administrator by the Response Deadline. The postmark date will be deemed the exclusive means for determining whether the mailed Objection is timely. The Administrator will promptly provide any written Objection to the Parties' counsel upon receiving it with personal contact information, (including the names, addresses, phone numbers, and/or full or partial social security numbers) redacted and will disclose and describe the Objection(s) in a supporting declaration. Class Counsel will include all Objections received and the response(s) with the Final Approval motion with personal contact information (including the names, addresses, phone numbers, and/or full or partial social security numbers) redacted. Any Class Member also has the right to have their oral or written Objections heard at the Final Approval Hearing. The Class Members are not required to appear at the Final Approval Hearing to have their Objections considered. Class Counsel will not represent any Class Members with respect to any such Objections to this Settlement. Any Class Member who requests exclusion from the Settlement will not have standing to object to the Settlement. If a Class Member objects to the Settlement, the Class Member will remain a member of the Class. If the Court approves this Settlement, the objecting Class Member will be deemed a Class Member and be bound by the terms of the Settlement and Agreement in the same way and to the same extent as a Class Member who did not object. Class Members and PAGA Employees cannot object to the PAGA portion of the Settlement.

7.8.4 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; Objections received; challenges to Workweeks received

and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received with all personal contact information (including the names, addresses, phone numbers, and/or full or partial social security numbers) redacted.

7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written Objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court. The Administrator may not sign a declaration without approval of both Class Counsel and Defense Counsel.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **DEFENDANT’S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 8% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will

1 have any further obligation to perform under this Agreement; provided, however, Defendants will
2 remain responsible for paying all Settlement Administration Expenses incurred to that point.
3 Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven
4 (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will
5 have no effect.

6 9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
7 calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the
8 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
9 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively
10 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense
11 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
12 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
13 disagreements concerning the Motion for Final Approval.

14 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
15 by a Participating Class Member, including the right to file responsive documents in Court no
16 later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or
17 accepted by the Court.

18 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
19 Approval on any material change to the Settlement, including the scope of release to be granted
20 by Class Members, the Parties will expeditiously work together in good faith to address the
21 Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s
22 decision to award less than the amounts requested for the Service Award, Attorneys’ Fees,
23 Attorneys’ Costs, and/or Administrator Costs shall not constitute a material modification to the
24 Agreement within the meaning of this paragraph.

25 9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
26 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
27 (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters, and
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(iii) addressing such post-Judgment matters as are permitted by law pursuant to section 664.6 of the California Code of Civil Procedure.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed

1 claims. Nothing in this Agreement is intended or should be construed as an admission by
2 Defendants that any of the allegations in the Operative Complaint or in the PAGA Notice have
3 merit or that Defendants (or any Releasee) have any liability for any claims asserted; nor is it
4 intended or should be construed as an admission by Plaintiff that Defendants' defenses in the
5 Action have merit. The Parties agree that class certification and representative treatment is for
6 purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval,
7 grant Final Approval, or enter Judgment, Defendants reserve the right to contest certification of
8 any class for any reason, Defendants reserve all available defenses to the claims in the Action,
9 and Plaintiff reserves the right to move for class certification on any grounds available and to
10 contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle
11 the Action will have no bearing on, and will not be admissible in connection with, any litigation
12 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and
14 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
15 and each of them will not disclose, disseminate, publicize, or cause or permit another person to
16 disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly,
17 specifically or generally, to any person, corporation, association, government agency, or other
18 entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed
19 to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary
20 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
21 (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
22 Party agrees to notify each other Party immediately of any judicial or agency order, inquiry, or
23 subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel
24 separately agree not to, directly or indirectly, initiate any conversation or other communication,
25 before the filing of the Motion for Preliminary Approval, with any third party regarding this
26 Agreement or the matters giving rise to this Agreement except to respond only that "the matter
27 was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
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1 communications with Class Members in accordance with Class Counsel's ethical obligations
2 owed to Class Members.

3 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
4 employees will not solicit any Class Member to opt out of or object to the Settlement or appeal
5 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
6 to communicate with Class Members in accordance with Defense Counsel and Class Counsel's
7 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

8 11.4 Press and Publicity. The Parties and their counsel agree that they will not issue any
9 press releases, initiate any contact with the press, respond to any press inquiry, publicize the
10 Settlement, or have any communication with the press about this Action and/or facts, amount, or
11 terms of the Settlement at any time. The Parties agree that the Press for purposes of this section
12 includes any and all online posts or news articles. This provision shall not apply to the filing of
13 any documents with the Court or LWDA that are necessary to effectuate the Settlement, nor is it
14 intended to interfere with or restrict: (a) the Administrator from distributing the Class Notice and
15 complying with its obligation to provide information to the Class Members and/or PAGA
16 Employees; (b) the Administrator from posting any judgment on its website; and (c) Class
17 Counsel from disclosing the names of the Parties in this Action and the venue/case number of this
18 Action for purposes of proving adequacy.

19 11.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties
21 relating to the Settlement, superseding the memoranda of understanding, oral representations,
22 warranties, covenants, or inducements made to or by any Party.

23 11.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
24 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
25 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
26 its terms, and to execute any other documents reasonably required to effectuate the terms of this
27 Agreement including any amendments to this Agreement.
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1 11.7 Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts in good faith to implement the Settlement by, among other things, modifying the
3 Settlement Agreement and submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of the Mediator or the Court for resolution.

8 11.8 No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or
10 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 11.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise.

16 11.10 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives and approved by the Court.

19 11.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure
20 to the benefit of, the successors of each of the Parties.

21 11.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 11.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
25 of this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

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

11.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destruction, of Class Data

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

11.17 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 legal holiday, such date or deadline shall be on the first business day thereafter.

11.18 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, addressed as follows:

To Plaintiff:

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 Rachel J. Vinson, Esq. (SBN 331434)
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To Defendants:

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Ethan D. Anderson (SBN 351674)
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Telephone: (310) 649-5772
Facsimile: (310) 649-5777

11.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

11.20 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 further agree that upon the signing of this Agreement pursuant to Code of Civil Procedure ("CCP") section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.21 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

1 DATED: _____

2 Plaintiff Michael Barca

3
4 DATED: 09/08/2026

Hisashi Qye Miyamoto

5 Defendant Ichiman-Ya Corporation dba Kiwami

6 By: Hisashi Miyamoto

7 Position: CFO

8 DATED: 09/08/2026

Hisashi Qye Miyamoto

9 Defendant The Izaka-Ya, Inc.

10 By: Hisashi Miyamoto

11 Position: CFO

12 Approved by counsel:

13
14 DATED:

WILSHIRE LAW FIRM

15
16 By: _____

17 Nicol E. Hajjar

18 Rachel J. Vinson

Counsel for Plaintiff Michael Barca

19 DATED: September 8, 2026

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

20
21 By:  _____

22 Shannon R. Finley

23 Attorneys for Defendants Ichiman-Ya Corporation

24 dba Kiwami, The Izaka-Ya, Inc., and

Katsu-Ya Group, Inc.

25 DATED: 09/08/2026

FRICKE & BARNES LAW

26
27 By: Paul Fricke

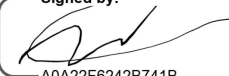
28 Paul C. Fricke

Attorneys for Defendants Ichiman-Ya Corporation

dba Kiwami, The Izaka-Ya, Inc., and

Katsu-Ya Group, Inc.

1 DATED: 8/31/2026

Signed by:

AOA22F6242B741B...

2 Plaintiff Michael Barca

3
4 DATED: _____

5 Defendant Ichiman-Ya Corporation dba Kiwami

6 By: _____

7 Position: _____

8 DATED: _____

9 Defendant The Izaka-Ya, Inc.

10 By: _____

11 Position: _____

12 Approved by counsel:

13
14 DATED: August 31, 2026

WILSHIRE LAW FIRM

15
16 By:  _____

17 Nicol E. Hajjar

18 Rachel J. Vinson

Counsel for Plaintiff Michael Barca

19 DATED: _____

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

20
21 By: _____

22 Shannon R. Finley

23 Attorneys for Defendants Ichiman-Ya Corporation

dba Kiwami, The Izaka-Ya, Inc., and

Katsu-Ya Group, Inc.

24 DATED: _____

FRICKE & BARNES LAW

25
26 By: _____

27 Paul C. Fricke

Attorneys for Defendants Ichiman-Ya Corporation

28 dba Kiwami, The Izaka-Ya, Inc., and

Katsu-Ya Group, Inc.