Amended Private Attorneys General Act Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth herein. This Amended Settlement Agreement ("Settlement Agreement"), is entered into by and between Plaintiff Ma. Guadalupe Delgado ("Plaintiff"), for herself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, and Raffa's Carniceria Panaderia Taqueria, Raffa's Carniceria Panaderia Taqueria #2, and Raffa's Carniceria Panaderia Taqueria #3 ("Defendants") (collectively, the "Parties").

This Settlement Agreement shall be effective upon the date the Court executes the order approving the Settlement Agreement (the "Effective Date").

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Action" means the matter entitled *Ma. Guadalupe Delgado v Raffa's Carniceria Panaderia Taqueria, et al.,* Orange County Superior Court Case No. 30-2025-01457454-CO-OE-CXC, initiated on January 30, 2025, and pending in Superior Court of the State of California, County of Orange.

2. "Aggrieved Employees" mean all current and former hourly-paid, non-exempt employees who were employed by Defendants in the State of California at any time during the PAGA Period.

3. "Complaint" means the claims and allegations set forth in Plaintiff's correspondence to the California Labor and Workforce Development Agency dated August 16, 2024 ("LWDA Letter") and the Complaint ("Complaint") filed on January 20, 2025, in the Action.

4. "Court" or "Orange County Superior Court" means the Superior Court of California for the County of Orange.

5. "Defendant" means Defendant Raffa's Carniceria Panaderia Taqueria, Raffa's Carniceria Panaderia Taqueria #2, and Raffa's Carniceria Panaderia Taqueria #3.

6. "Defense Counsel" or "Counsel for Defendant" means Maryam Maleki, Esq., of Hackler Fynn & Associates, 427 S Marengo Avenue, Pasadena, California 91101.

7. "Employee PAGA Portion" is the amount to be distributed to the Aggrieved Employees, on a pro rata basis, which shall consist of 35% of the PAGA Penalties Amount, as provided in Section III.3 herein.

8. "Employee Payments" refers to the PAGA Penalty Payments that will be distributed to Aggrieved Employees as provided in Section IV.3 herein.

9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

10. "Gross Settlement Amount" is the sum of $227,040, which represents the total amount payable under this Settlement Agreement by Defendant, and includes the Employee PAGA Portion payable to Aggrieved Employees, Plaintiff's Service Award, LWDA Payment payable to the LWDA, PAGA Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount (i.e., $75,680.00) to Plaintiff's Counsel, Court-Awarded Litigation Costs not to exceed $10,000.00 to Plaintiff's Counsel, and Court-Awarded Payment to the Settlement Administrator for Settlement Administration Costs, not to exceed $4,250.00.

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

12. "LWDA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

13. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following court-approved amounts are subtracted from the Gross Settlement Amount: (a) Attorneys' Fees to Plaintiff's Counsel; (b) Litigation Costs to Plaintiff's Counsel; (c) Plaintiff's Service Award, and (d) Settlement Administration Costs.

14. "Plaintiff's Counsel" or "PAGA Counsel" means Levon S. Yepremian, Esq. Christopher A. Adams, Esq., Vache A. Thomassian, Esq., and Caspar Jivalagian, Esq. of KJT Law Group, LLP. 230 N. Maryland Ave. Suite 306, Glendale CA 91206.

15. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*

16. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

17. "PAGA Notice" means Plaintiff's August 20, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a). (LWDA Case No. LWDA-CM-1046514-24).

18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

19. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the Employee Payments and the 65% to LWDA in settlement of PAGA claims.

20. "PAGA Period" means the time period from August 16, 2023, through the date of April 17, 2026.

21. "PAGA Released Claims" mean any and all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA alleged or that could have reasonably been alleged arising out of the facts and allegations in the operative Complaint and PAGA Notice. This includes PAGA claims that occurred during the PAGA Period for: (1) failure to pay minimum and other wages (including failure to pay compensation at the correct regular rate of pay); (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to timely pay wages upon termination and during employment; (7) failure to allow the inspection of personnel records; (8) failure to pay reporting time wages; and (8) failure to reimburse business expenses. This also includes Plaintiff's claims for unfair business practices.

22. "Plaintiff's Service Award" means an amount from the Gross Settlement Amount not to exceed $10,000 to be paid to Plaintiff in recognition of his effort in prosecuting the Action for the benefit of the State of California and Aggrieved Employees. Plaintiff's Service Award is subject to Court Approval. The Service Award shall be in addition to any Individual PAGA Payment to which Plaintiff is entitled. The Administrator will issue Plaintiff an IRS Form 1099 in connection with this payment. Any portion of plaintiff's Service Award not approved by the Court shall be added to the Net Settlement Amount to be distributed to the LWDA and Aggrieved Employees.

23. "Released Parties" means: Defendants and their past or present parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.

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

25. "Settlement Administrator" means ILYM Group, Inc., a neutral third-party administrator who shall administer the Settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the Settlement are currently estimated not to exceed $4,250.00 ("Settlement Administration Costs").

II. RECITALS

1. Plaintiff filed her Operative Complaint against Defendant on January 30, 2025 alleging ten causes of action. Plaintiff brought the Complaint seeking civil penalties on behalf of himself, the State of California, and a PAGA group of all current and former hourly employees of Defendant.

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

3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

4. On April 17, 2026, the Parties participated in an all-day mediation presided over by Hon. Stuart Rice. The Parties participated in arm's length negotiations after undertaking an investigation and the exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees.

5. Plaintiff obtained, through informal discovery, a copy of wage and pay data for Plaintiff and the Aggrieved Employees during the PAGA Period. Plaintiff's counsel analyzed this data and obtained a calculation of potential damages for Defendant's alleged wage-and-hour violations.

6. After rigorous negotiations, the Parties agreed to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith. The Parties agree that representative treatment is for purposes of this Settlement only. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount**. Defendants shall pay $227,040 as the Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the Court's Approval of Settlement. The Administrator will disburse the entire Gross Settlement Amount

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

3. **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:

a. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than a third of the Gross Settlement, or $75,680 and PAGA Counsel Litigation Expenses Payment of not more than $20,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and Released Parties harmless, and indemnifies Defendants and Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

b. To the Administrator: An Administrator Expenses Payment not to exceed $4,250 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 $4,250 the Administrator will retain the remainder in the Net Settlement Amount.

c. To Plaintiff: Subject to the Court's approval, Defendant agrees to pay Plaintiff a Service Award of up to $10,000 from the Gross Settlement Amount as compensation for her efforts to prosecute the Action and service as a representative on behalf of aggrieved employees and the State of California. The Administrator will pay this amount using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on this Payment.

d. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $117,110, which is the estimated Net Settlement Amount, with 65% ($76,121.50) allocated to the LWDA PAGA Payment and 35% ($40,998.50) allocated to the Employee PAGA Portion.

i. The Administrator will calculate each Employee PAGA Portion by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($40,998.50) 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. Consistent with California law, there shall be no right to opt out of the Settlement by Aggrieved Employees.

ii. 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.

e. If the Court believes the PAGA Counsel Fees, PAGA Counsel Litigation Expenses, Administrator Expenses Payment, or Service Award should be reduced, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the fees, costs, or incentive award is not a ground for rescinding the settlement.

4. **General Release of Claims by Plaintiff:** In addition to the claims released under Section 5 below, upon court approval of the PAGA settlement and payment made by Defendants of the Gross Settlement Amount to the Third-Party Administrator, Plaintiff and Plaintiff's representatives, agents, attorneys, heirs, administrators, successors, and assigns will release the Released Parties from any and all claims, transactions, or occurrences Plaintiff has or may have against them at this time. This will include without limitation to any and all claims which in any way relate to Plaintiff's' employment with Defendants or any of them, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title VII, Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), Private Attorneys General Act ("PAGA"), California Labor Code, or any Industrial Welfare Commission Wage Order now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims that cannot be waived by law including but not limited to unemployment benefits, , social security benefits, or workers' compensation benefits that arose at any time. 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. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes any and all rights he has or may have under California Civil Code section 1542. Section 1542 provides:

> **"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. **Release of PAGA Claims**. Upon the funding of the Settlement by Defendants, Plaintiff, the LWDA, and the State of California, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released PAGA Claims. Except as to Plaintiff, this release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

Upon funding the Settlement, the Court's judgment effectuating this Settlement shall also be binding on the Aggrieved Employees who are not parties to this Action. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 989 [Judgement in representative PAGA action "is binding not only the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding."])

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees and Litigation Expenses incurred in connection with the Action.

6. **Covenants and Representations by Plaintiff.** Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

7. **Filing of Motion for Approval of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing a Motion for Approval of the Settlement ("Motion"). Plaintiff's Counsel will file the Motion as soon as practicable. Plaintiff's Counsel will serve the Motion on Defendant's Counsel and submit it to the LWDA. Pursuant to California Labor Code sections 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the Settlement.

a. The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Actions to implement the settlement and terminate the Actions pursuant to the settlement (i.e., to terminate the Actions by way of judgment or dismissal).

b. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

8. **Dismissal**. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders within ten (10) business days of distributing all payments under the Settlement. Plaintiff's Counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice) within ten (10) business days of receipt or as otherwise ordered by the Court. This Settlement Agreement is expressly conditioned upon the Court entering the dismissal of the Action in its entirety. The dismissal will not release or bar any claims other than all claims as to Plaintiff pursuant to Cal. Code Civ. Proc. Section 1542, and the PAGA Released Claims as to Plaintiff, Aggrieved Employees, the LWDA, and State of California.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties have mutually selected ILYM Group, Inc. to handle the administration of this Settlement, subject to approval by the Court. The Parties have verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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.

a. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

2. **Notice to Aggrieved Employees**.

a. No later than 14 (14) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, last known mailing address, start and end date(s) of employment or total pay periods worked for Defendant in California during the PAGA Period, and Social Security number, to the extent available from Defendant's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence and shall only access and use the list to administer the Settlement in conformity with the Court's orders. Defendants will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than fourteen (14) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will mail the Employee Payments under cover letter to each of the Aggrieved Employees identified on the Aggrieved

Employees List. The Cover Letter will be provided to the Aggrieved Employees in both English and Spanish. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

3. **Deposit and Distribution of Gross Settlement Amount**.

a. The Gross Settlement Amount shall be paid in 12 equal monthly installments of $18,920.

b. No later than thirty (30) business days from the Effective Date ("Funding Date"), Defendants shall fund the first installment of the Gross Settlement Amount into an account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders. An additional installment shall be funded every 30 calendar days thereafter until the Gross Settlement Amount is fully funded.

c. The Settlement Administrator shall distribute the following payments: (a) Employee Payments; (b) Plaintiff's Service Award; (c) LWDA Payment; (d) PAGA Counsel Fees Payment; (e) PAGA Counsel Litigation Expenses Payment; and (f) Settlement Administration Costs to Settlement Administrator within fourteen (14) days after receipt of the final installment payment from Defendants. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this Settlement.

Each Aggrieved Employee will be issued one check for his or her Employee Payment which will expire one hundred and eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans**. Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored

benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant's benefit plan, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of their benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

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

3. **Tax Consequences**. Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on their personal income tax returns for tax purposes and paying all appropriate taxes due for any and all amounts paid to them under the Settlement. Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

4. **Governing Law**. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Fresno.

5. **Entire Agreement**. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

6. **Judgment and Continued Jurisdiction**. The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and

enforce the terms, conditions, and obligations of the Settlement Agreement.

a. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, through their respective counsel, 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 another party 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 amount of the Net Settlement Amount.

7. **Amendment or Modification**. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

8. **Authorization to Enter into Binding Settlement Agreement**. Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendant. to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any Settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

9. **Binding on Successors and Assigns**. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10. **Execution and Counterparts**. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including DocuSign, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable**. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable Settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each

represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

12. **Escalator Clause.** Based on a review of its records to date, Defendants estimates there are approximately 4,390 pay periods as of April 17, 2026 and there approximately 130 Aggrieved Employees. Should the total number of bi-weekly PAGA Pay Periods increase by more than 30% (i.e., by more than 1,317 Pay Periods), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the increase in the number of Pay Periods worked by Aggrieved Employees above 5,707. The Parties agree that the pay period count will be limited to the PAGA Period which ends on April 17, 2026. Accordingly, and for the avoidance of doubt, the Escalator Clause shall not apply to any pay period ending after April 17, 2026.

13. **Invalidity of Any Provision**. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

14. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. **No Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

16. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator and/or Court to resolve such disagreement.

17. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

18. **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 that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF: MA. GUADALUPE DELAGDO

Dated: 10 / 16 / 2026 By: Maria Guadalupe Delgado
MA. GUADALUPE DELGADO

DEFENDANT: RAFFA'S CARNICERIA PANADERIA TAQUERIA

Dated: _____ By: _____
Name:

DEFENDANT: RAFFA'S CARNICERIA PANADERIA TAQUERIA #2

Dated: _____ By: _____
Name:

DEFENDANT: RAFFA'S CARNICERIA PANADERIA TAQUERIA #3

Dated: _____ By: _____
Name:

Document Ref: DDJHU-UQVNM-8H2ZM-MDVAI

Docusign Envelope ID: 95643FBB-F9B5-8775-83FD-CE6C81BEB756

17. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

18. **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 that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF: MA. GUADALUPE DELAGDO

Dated: _____ By: _____
MA. GUADALUPE DELGADO

DEFENDANT: RAFFA'S CARNICERIA PANADERIA TAQUERIA

Dated: 10/20/2026 By: DocuSigned by: 1C79C47919AF48F...
Name: Rafael Vasquez

DEFENDANT: RAFFA'S CARNICERIA PANADERIA TAQUERIA #2

Dated: 10/20/2026 By: DocuSigned by: 1C79C47919AF48F...
Name: Rafael Vasquez

DEFENDANT: RAFFA'S CARNICERIA PANADERIA TAQUERIA #3

Dated: 10/20/2026 By: DocuSigned by: 1C79C47919AF48F...
Name: Rafael Vasquez

Docusign Envelope ID: 95643FBB-F9B5-8775-83FD-CE6C81BEB756

APPROVED AS TO FORM AND CONTENT:

KJT LAW GROUP LLP

Dated: _____ By: _____
Levon Shant Yepremian, Esq.
Attorney for Plaintiff Ma. Guadalupe Delgado

HACKLER FLYNN & ASSOCIATES

Dated: 10/20/26 By: _____
Maryam Maleki, Esa.
Attorneys for Defendant
Raffa's Carniceria Panaderia Taqueria

APPROVED AS TO FORM AND CONTENT:

KJT LAW GROUP LLP

Dated: 10/16/2026 By: _____
Levon Shant Yepremian, Esq.
Attorney for Plaintiff Ma. Guadalupe Delgado

HACKLER FLYNN & ASSOCIATES

Dated: _____ By: _____
Maryam Maleki, Esa.
Attorneys for Defendant
Raffa's Carniceria Panaderia Taqueria

Exhibit A

<<Mailing Date>>

[(INSERT NAME OF SETTLEMENT ADMINISTRATOR) LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Ma. Guadalupe Delgado v Raffa's Carniceria Panaderia Taqueria, et al.* Orange County Superior Court Case No. 30-2025-01457454-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Ma. Guadalupe Delgado v Raffa's Carniceria Panaderia Taqueria, et al*., Orange County Superior Court Case No. 30-2025-01457454-CU-OE-CXC (the "Action"). The court approved the settlement on _____, 2026.

_____is sending you this letter and payment as the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against Defendants pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA"). The claims were brought on behalf of the State of California and all current and former non-exempt hourly employees who worked for Defendants in California at any time during the PAGA Period (the "Aggrieved Employees"). The PAGA Period is from August 16, 2023 through the pay period that ended on April 17, 2026. You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Defendants during the PAGA Period.

The Plaintiff in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants deny doing anything wrong and deny owing any penalties. The Parties agreed to resolve the case to avoid the cost of ongoing litigation, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State (65%) and the aggrieved employees (35%). The amount allocated to employees is being distributed on a *pro rata* basis, based on the respective number of pay periods each employee worked for Defendant during the PAGA Period. The enclosed check represents your portion of the penalties allocated to the employees. **Defendants will not retaliate against you for cashing the enclosed check.**

As part of the settlement, after the Court's judgment is final, and Defendants have paid the entire settlement amount, all Aggrieved Employees and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and their past or present parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns from any and all claims, rights, demands, liabilities and causes of action for civil penalties under the PAGA alleged or that could have reasonably

been alleged arising out of the facts and allegations in the operative Complaint and PAGA Notice. This includes PAGA claims that occurred during the PAGA Period for: (1) failure to pay minimum and other wages (including failure to pay compensation at the correct regular rate of pay); (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate wage statements; (6) failure to timely pay wages upon termination and during employment; (7) failure to allow the inspection of personnel records; (8) failure to pay reporting time wages; and (8) failure to reimburse business expenses. This also includes Plaintiff's claims for unfair business practices.

If you have questions, please contact _____[settlement administrator] at _____[phone number].

Do not call or write to the Court or Office of the Clerk to ask questions about the settlement.