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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

JOHNNY SALDANA, individually, and on behalf
of all others similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorney General Act;

Plaintiff,

vs.

CVVG MANAGEMENT, LLC DBA JASMIN
TERRACE AT BAKERSFIELD, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No.: BCV-24-102586

[Assigned for all purposes to the Honorable
Bernard C. Barmann, Jr., Division H]

PAGA SETTLEMENT AGREEMENT

Complaint Filed: August 1, 2024
Trial Date: None Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Johnny Saldana (“Plaintiff”) and Defendant CVVG Management, LLC dba Jasmin Terrance at Bakersfield (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *JOHNNY SALDANA, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act; Plaintiff, vs. CVVG MANAGEMENT, LLC DBA JASMIN TERRACE AT BAKERSFIELD, a California limited liability company; and DOES 1 through 10, inclusive, Defendants*, Case No. BCV-24-102586 initiated on August 1, 2024, and pending in Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” or “Settlement Administrator” means Phoenix Class Action Administration (“Phoenix”), 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 Approval of the Settlement.
- 1.4. “Approval Order” means the proposed Court Order Granting Approval of this PAGA Settlement.
- 1.5. “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendant CVVG Management, LLC who worked in California during the PAGA period.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current or last-known Aggrieved Employee 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 Aggrieved Employees.

1.7. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.8. “Court” means the Superior Court of California, County of Kern.

1.9. “Defendant” means CVVG Management, LLC.

1.10. “Defense Counsel” means AKMO LAW and the LAW OFFICE OF ARYEH KAUFMAN.

1.11. “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.

1.12. “Gross Settlement Amount” means **Eighty-Thousand Dollars and Zero Cents (\$80,000.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the PAGA Representative Enhancement Award and the Administrator’s Expenses Payment.

1.13. “Individual PAGA Payment” means the Aggrieved 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.

1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive penalties under Labor Code § 2699(n).

1.15. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).

1.16. “PAGA Counsel” means THE SENTINEL FIRM, APC.

1.17. “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.

- 1.18. “PAGA Representative” means the named Plaintiff Johnny Saldana in the operative complaint in the Action serving as a Representative on behalf of the Labor and Workforce Development Agency and the State of California.
- 1.19. “PAGA Representative Enhancement Fee” means the payment to the PAGA Representative for initiating the Action, providing services in support of the Action and for a release of their individual claims asserted in this Action.
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. “Net Settlement Amount” means the Gross Settlement Amount after deducting the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Award Payment and the Administration Expenses Payment.
- 1.22. “PAGA Period” means the period from August 1, 2023, through December 31, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.
- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.24. “PAGA Notice” means Plaintiff’s August 1, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.
- 1.26. “Plaintiff” means Johnny Saldana, the named plaintiff in the Action.
- 1.27. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.28. “Released Parties” means: Defendant CVVG Management, LLC, and all of their parent companies, subsidiaries, related entities, attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present owners, officers, directors, shareholders, successors and predecessors in interest.

1 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the
2 Judgment.

3 **2. RECITALS.**

4 2.1. On August 1, 2024, Plaintiff commenced this Action by filing a Complaint in Kern County
5 Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194,
6 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay
7 Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4)
8 Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor
9 Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203
10 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to
11 Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair
12 Business Practices). On October 15, 2024, Plaintiff filed a First Amended Complaint adding a cause of action
13 for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the
14 operative complaint in the Action (the "Operative Complaint"). Plaintiff intends to file a request pursuant
15 to Cal. Rules of Court 3.770 to dismiss the representative class action portion of the claims without prejudice,
16 leaving only his individual claims and the representative PAGA claims. Defendant denies the allegations in
17 the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in
18 in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action
19 alleged.

20 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
21 the LWDA by sending the PAGA Notice on August 1, 2024.

22 2.3. On November 19, 2025, the Parties participated in an all-day mediation presided over by
23 Kevin Barnes, Esq. and reached an agreement to settle the Action.

24 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, employee and payroll
25 data, policy documents, and additional information regarding Defendant's non-exempt, hourly employees
26 in California, which Plaintiff's Counsel reviewed and analyzed.

27 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any
28 other pending Actions asserting claims that will be extinguished or affected by the Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
3 promises to pay a maximum of **\$80,000.00** as the Gross Settlement Amount in settlement of the PAGA
4 claims asserted in this Action. Defendant has no obligation to pay the Gross Settlement Amount (or any
5 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
6 disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit
7 any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

8 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
9 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
10 Approval:

11 3.2.1. To Plaintiff: A PAGA Representative Enhancement Award to the PAGA Representative of
12 not more than \$2,500.00, in addition to any Individual PAGA Payment the PAGA Representative is
13 entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for a
14 PAGA Representative Enhancement Award that does not exceed this amount. Plaintiff will seek
15 Court approval for any PAGA Representative Enhancement Award in the Approval Motion. If the
16 Court approves a PAGA Representative Enhancement Award less than the amount requested, the
17 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay
18 the PAGA Representative Enhancement Award Payment using the appropriate IRS Form 1099.
19 Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA
20 Representative Enhancement Award Payment and agrees to indemnify Defendant and hold it
21 harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other
22 actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the PAGA
23 Representative Enhancement Award Payment.

24 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross
25 Settlement Amount, and PAGA Counsel Litigation Expenses Payment of not more than \$13,000.
26 Defendant will not oppose requests for Court approval of these payments provided that they do not
27 exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees
28 Payment and PAGA Litigation Expenses Payment with the motion for approval of the Settlement.

1 If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
2 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
3 Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other
4 Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or
5 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees
6 Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
7 Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
8 and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and
9 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of
10 these Payments.

11 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$2,950.00 except
12 upon a showing of good cause and as approved by the Court. To the extent the Administration
13 Expenses are less than, or the Court approves payment less than this amount, the Administrator will
14 retain the remainder in the Net Settlement Amount. Phoenix Class Action Administration has been
15 selected as the Administrator, based upon its "not to exceed" bid of \$2,950.00.

16 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties which shall be paid from the
17 Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to
18 Individual PAGA Payments.

19 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a)
20 dividing the amount of the Aggrieved Employees' 35% share of PAGA
21 Penalties by the total number of PAGA Period Pay Periods worked by all
22 Aggrieved Employees during the PAGA Period and (b) multiplying the
23 result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
24 Employees assume full responsibility and liability for any taxes owed on
25 their Individual PAGA Payments and agree to indemnify Defendant and
26 hold it harmless for any responsibility, liability, claim, complaint, damages,
27 penalties, interest or any other actual or potential damages arising from
28 Aggrieved Employees' obligations to pay taxes owed on these Payments.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. As of November 19, 2025, the number of Pay Periods worked by the estimated 62 Aggrieved Employees during the PAGA Period is estimated to be 2,350.

4.2. Aggrieved Employee Data. Not later than thirty (30) days after the Court grants Approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform required tasks under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator in two equal installments. The first half will be due no later than ninety days after the date on which the Court signs an Order approving the settlement. The second payment shall be due no later than ninety days after the date on which the first payment is made.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Award Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The

face of each check shall prominently state the date when the check will be voided, which date shall be one hundred eighty (180) days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within ten (10) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

As of the Effective Date of this Settlement, Plaintiff and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's Release of PAGA Claims. Upon approval by the Court and upon funding of the Gross Settlement Amount, Plaintiff, as agents and proxy of the LWDA, will release the

Released Parties from any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiffs’ letters to the LWDA and the Action, or which could have been alleged under the facts plead in Plaintiffs’ letters to the LWDA or the Action.

5.2. Plaintiff’s release as a part of this settlement shall not extend to Plaintiff’s individual claims which are subject to a separate agreement. No general release of Plaintiff’s claims in any separate settlement shall serve to preclude Plaintiff’s standing as agent and proxy of the LWDA to pursue and/or settle claims for civil penalties under PAGA.

6. MOTION FOR APPROVAL

Plaintiff shall prepare and file a motion for approval of the Settlement (“Motion for PAGA Settlement Approval”) that complies with any applicable and current checklist for Approval.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Approval that includes an analysis of the Settlement’s terms and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Approval of the PAGA Settlement; (iii) a draft proposed Notice Letter to the Aggrieved Employees; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve as PAGA Representative and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its competency; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and

(vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not 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. PAGA Counsel is responsible for expeditiously finalizing and filing the Motion for Approval of this Settlement; obtaining a prompt hearing date for the Motion for Approval; and for appearing in Court to advocate in favor of the Motion for Approval. PAGA Counsel is responsible for delivering the Court's Approval and any other necessary documents to the Administrator. Plaintiff and PAGA Counsel will ensure that the PAGA Claims are dismissed with prejudice upon the Court's approval of the settlement.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval 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 Approval or conditions 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.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration ("Pheonix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets

the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

7.4. Receipt of Data. No later than three (3) business days after receipt of the Aggrieved Employee Data, the Administrator shall notify PAGA Counsel that the list has been received and state the number of Aggrieved Employees and PAGA Pay Periods in the Aggrieved Employee Data.

7.5. Objections to Settlement. Pursuant to their understanding of California law, the Parties agree that Aggrieved Employees and/or other PAGA Representatives other than those named in this Settlement may not and have no right to object to or intervene in any components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and/or PAGA Representative Enhancement Award Payment.

7.6. 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.

7.6.1. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA 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 fourteen (14) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

8. AGGRIEVED EMPLOYEE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendant estimates that there are approximately 2,350 pay periods worked by Aggrieved Employees during the PAGA Period as of November 19, 2025. If the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds 2,585 (i.e., 10% more than the number of pay periods estimated as of August 7, 2025), then, at Defendant’s option, the PAGA Settlement will either increase by 1% for every 1% over the 10 % threshold, or the PAGA Period will end on the date the number of pay periods exceeds 2,585. At least 3 days prior to the deadline upon which to submit a

1 Motion for Approval of this Settlement and upon request by PAGA Counsel, Defendant shall determine the
2 number of PAGA Pay Periods and whether the provisions of this Paragraph are believed to have triggered,
3 and if so, which option it intends to select so that the appropriate end date may be provided to the Court.
4 However, final determination of whether the provisions of this section have triggered will be determined by
5 the Administrator, who will confirm Defendant's election (if applicable) prior to issuing payment as
6 provided for in section 4 of this Agreement.

7 **9. AMENDED JUDGMENT.**

8 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work
9 together in good faith to jointly submit and a proposed amended judgment.

10 **10. ADDITIONAL PROVISIONS.**

11 10.1. No Admission of Liability, Class Certification or Representative Manageability for Other
12 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
13 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
14 in the Operative Complaint have merit, that the Aggrieved Employees as defined in this Agreement were
15 aggrieved as that term is used in the Labor Code, or that Defendant has any liability for any claims asserted;
16 nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action
17 have merit. The Settlement in this matter is a compromise of highly disputed claims. Upon the Effective
18 Date of this Settlement and funding of the Gross Settlement Amount, the Plaintiff agrees to dismiss any
19 individual claims against Defendant with prejudice. The Settlement, this Agreement and Parties' willingness
20 to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation
21 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

22 10.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding
23 the good faith efforts of the Parties pursuant to Paragraph 10.6 of this Agreement, or if the appropriate
24 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)
25 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective
26 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement
27 Agreement; (2) Defendant shall have no obligation to make any payments to the Aggrieved Employees, the
28 LWDA, Plaintiff or Plaintiff's counsel; (3) any existing approval order or judgment shall be vacated; and

(4) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding.

10.3. Confidentiality Prior to Motion for Approval. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the full execution of this Settlement and submission for Approval, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication before the filing of the Motion for Approval any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. However, the Parties agree that the Settlement and this Agreement are not confidential.

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

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

10.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best

1 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
2 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
3 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
4 to implement the Settlement, or on any modification of the Agreement that may become necessary to
5 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

6 10.7. No Prior Assignments. The Parties separately represent and warrant that they have not
7 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
8 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
9 discharged by the Party in this Settlement.

10 10.8. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
11 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
12 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
13 or otherwise.

14 10.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
15 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
16 approved by the Court.

17 10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
18 benefit of, the successors of each of the Parties.

19 10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without regard to
21 conflict of law principles.

22 10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
23 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
24 drafter or participated in the drafting.

25 10.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
26 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
27 of this Agreement.

28 10.14. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel

pursuant to Evidence Code § 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant 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 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 Aggrieved Employee Data received from Defendant.

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

10.16. 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.

10.17. 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:

Seung L. Yang
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Tiffany Hyun
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Jeffrey P. Jackson
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THE SENTINEL FIRM, APC
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Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendant:

AKMO LAW
Meir Orloff
E-Mail: morloff@akmolaw.com
4221 Wilshire Blvd., Suite 284
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Telephone: (323) 825-0216

LAW OFFICE OF ARYEH KAUFMAN

1 Areyeh Kaufman
2 E-Mail: aryeh@akaufmanlegal.com
3 5482 Wilshire Blvd, PMB 1907
4 Los Angeles, CA 90036
5 Tel: (323) 943-2566
6 Fax: (213) 402-8598

7 10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
8 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted
9 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument
10 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart
11 will be admissible in evidence to prove the existence and contents of this Agreement.

12 10.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
13 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
14 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
15 under CCP section 583.310 for the entire period of this settlement process.

16 **[SIGNATURES ON NEXT PAGE]**

1 IT IS SO AGREED.

2
3 **Plaintiff & PAGA Representative:**

4 Dated: 04 / 09 / 2026

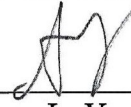
By: 

JOHNNY SALDANA

5
6 **Plaintiff's Counsel:**

7 Dated: 4 / 9 / 2026

THE SENTINEL FIRM, APC

8
9 By: 

Seung L. Yang

Tiffany Hyun

Jeffrey P. Jackson

Attorneys for Plaintiff

JOHNNY SALDANA

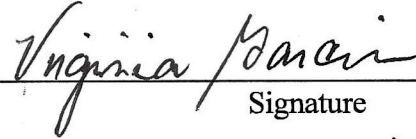
10
11
12 **Defendant:**

13 Dated: 4/13/26

CVVG MANAGEMENT, LLC

14
15 By: VIRGINIA GARCIA

Print Name

16
17 
Signature

18
19 Executive Director
Title

20 **Defendant's Counsel:**

21 Dated: 4/13/26

AKMO LAW

22
23 By: 

Meir Orloff

Attorney for Defendant

24
25
26
27
28 **Defendant's Counsel:**