PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement"), dated for reference purposes September 26, 2025, is made and entered into by and between Martin Felix ("Plaintiff") on the one hand, and Sundance Restaurants Holdings LLC, a California limited liability company ("Sundance"), Poggi Foods, LLC, a limited liability company ("Poggi"), Omar Bukhowa, an individual ("Bukhowa") and Michael Murray, an individual ("Murray) (each a "Defendant", collectively "Defendants") with respect the following definitions, recitals, terms and conditions:

ARTICLE 1
DEFINITIONS

The following capitalized terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1.1 "Action" means the Plaintiff's PAGA lawsuit against Defendants initiated and pending in the Superior Court of the State of California, County of Imperial.

1.2 "Administrator" means, Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administrative Expenses Payment" means the approved amount the Administrator will be paid from the Gross Settlement Amount for reimbursement of its reasonable fees and expenses incurred in administering the Settlement.

1.4 "Aggrieved Employees" means all non-exempt California employees who worked for Defendants at establishments that were not federal enclaves, i.e., 1) Manchu Wok (29 Palms), (2) Planet Smoothie (29 Palms), and (3) Popeyes (29 Palms) during the PAGA Release Period.

1.5 "Aggrieved Employee Data" means, to the extent available to Defendants, the Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 "Complaint" means the operative Complaint filed with the Court in the Action on September 18, 2025.

1.7 "Court" means the Superior Court for the State of California, County of Imperial.

1.8 "Defense Counsel" or "Counsel for Defendant" means Robert L. Shipley, a Professional Law Corporation; email: rshipley@shipleylaw.com.

1.9 "Effective Date" means the date on which the Court issues an Order approving this Agreement and the Parties' Settlement.

1.10 "Gross Settlement Amount" means One Hundred and Two Thousand and Five Hundred Dollars ($102,500.00) which is the total amount Defendants agree to pay under the Settlement.

1.11 "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 35% of the Aggrieved Employees' Share (35% of the Net Settlement Fund).

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

1.13 "Net Settlement Fund" means the Gross Settlement Amount less the following amounts, (i) the Plaintiff's Enhancement/Release Payment; (ii) Litigation Costs; (iii) Attorney's Fees and (iv) the Administrative Expenses Payment.

1.14 "Order" means an Order issued by the Court approving the Settlement. To avoid confusion, the date an Order is issued is also referred to herein as the Effective Date (subject to Section 6.1).

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

1.16 "PAGA Notice Referenced Statutes" means the California Labor Code sections and IWC wage orders set forth in the PAGA Notice.

1.17 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day as a non-exempt employee during the PAGA Release Period.

1.18 "PAGA Release Period" is the period from September 13, 2023 to May 1, 2025.

1.19 "Parties" means Plaintiff and Defendants collectively

1.20 "Plaintiff's Counsel" or "PAGA Counsel" means Amit Peery, Esq., THE PEERY LAW FIRM, 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362; email: ap@peerylaw.com.

1.21 "Released Parties" means each and all of the Defendants and their its LLC manager(s), members, owners, directors, officers, managing agents, attorneys, insurers, successors and assigns.

1.22 "Settlement" means the Parties' resolution of their dispute and disposition of the Action on the terms and conditions set forth in this Agreement.

ARTICLE II
RECITALS

2.1 On or about September 13, 2024, Plaintiff, on behalf of himself and aggrieved employees, through Plaintiff's Counsel, served notice on Defendants Sundance, Bukhowa and Murray asserting Claims in compliance with Labor Code section 2699.3, subd.(a). On or about

May 9, 2025, Plaintiff, on behalf of himself and aggrieved employees, through Plaintiff's Counsel amended the PAGA Notice to add an additional Defendant, Poggi and served the same on the LWDA and all Defendants. A copy of the original and amended PAGA Notices are attached as Exhibit A to this Agreement and referred to as the "PAGA Notice".

2.2 On September 18, 2025, Plaintiff commenced the Action by filing his Complaint on behalf of himself and the Aggrieved Employees. Defendants deny the allegations in the Complaint, any failure to comply with the laws identified therein and also denies any and all liability for the claims asserted in the Complaint.

2.3 By and through this Agreement, the Parties intend to and have agreed to fully resolve Plaintiff's claim for PAGA penalties that occurred during the PAGA Release Period. This Agreement and the Settlement reflected herein follows months of investigation into the facts (including but not limited to informal discovery exchanges) and arguments pertinent to the Action as well as the legal merits regarding the claims and defenses thereto. After extensive and prolonged negotiations, the Parties reached the proposed settlement in light of the foregoing consideration of facts and legal positions and, further, in consideration of avoiding uncertainty, further expense, inconvenience and distraction of engaging in protracted litigation, and the risk of an adverse outcome that each of the Parties potentially face. At all times, the Parties' settlement negotiations have been non-collusive, adversarial and at arm's length. The Parties acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendant.

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

2.5 The Parties, PAGA Counsel and Defense Counsel by execution hereof 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.

2.6 This Agreement contemplates the entry of an order by the Court approving the Settlement, which includes but is not limited to the (i) promise of Defendants to pay the Gross Settlement Amount; (ii) Plaintiff's promise to dismiss the Action with prejudice, with the Parties' agreement that the Court retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 and otherwise as permitted by law to enforce this Agreement; (iii) the appointment of the neutral Administrator and (iv) provisions for the allocation and disbursement of the Gross Settlement Amount and Net Settlement Fund.

ARTICLE III
MONETARY TERMS

3.1 <u>Gross Settlement Amount</u>. Subject to issuance of the Order and the Effective Date, Defendants agree to and shall (jointly and severally) pay the Gross Settlement Amount pursuant to the terms of this Agreement. The Parties agree that there are no circumstances that would require Defendants to pay any amount greater than the Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 7.1 herein is invoked. For the avoidance of doubt, all payments by Defendants will be made to the Administrator and the Administrator will distribute the payments from the Gross Settlement Amount (and Net Settlement Amount as applicable).

3.2 Payments from the Gross Settlement Amount. The Parties agree that the Administrator shall make and deduct the following payments from the Gross Settlement Amount pursuant to paragraph 4.3: (i) to Plaintiff, an enhancement and general release payment of (fifteen thousand dollars) $15,000.00 ("Plaintiff's Enhancement/Release Payment") (ii) to PAGA Counsel for the reasonable litigation costs incurred in pursuit of the claims and filing the Complaint according to proof delivered to the Administrator with copy to Defense Counsel, in an amount anticipated not to exceed $2,000 ("Litigation Costs"); (iii) to PAGA Counsel, Attorneys' fees of forty percent (40%) of the Gross Settlement Amount ("Attorney's Fees"); and (iv) to the Administrator, the Administrator Expenses Payment not to exceed $3,500.00; all the foregoing payments being subject to, and defined to include, any modifications expressly set forth in an issued Order. Defendants will not oppose or object to application for the approval of the foregoing fees, unless such application should request any payment in excess of the foregoing. Should the Court order payments to Plaintiff, PAGA counsel or the Administrator in amounts less than set forth above, the Administrator will allocate the remainder resulting therefrom to the Net Settlement Fund. The Administrator will pay the PAGA Counsel fees payment and PAGA Counsel litigation costs payment using one or more IRS 1099 Forms.

3.3 Payments from the Net Settlement Fund. The Parties agree that the Administrator shall distribute sixty-five percent (65%) of the Net Settlement Fund to the LWDA ("LWDA PAGA Payment") and the remaining thirty-five percent (35%) of the Net Settlement Fund to the Aggrieved Employees (the "Aggrieved Employees' Share") pursuant to the provisions of this Section 3.3. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' Share (35% of the Net Settlement Fund) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Release Period and (b) multiplying the result by the number of Pay Periods worked by each Aggrieved Employee during the PAGA Release Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Administrator will disburse the Aggrieved Employees' Share of the Net Settlement Funds without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount or Net Settlement Fund will revert to Defendants.

ARTICLE IV
SETTLEMENT FUNDING AND PAYMENTS

4.1 Funding Obligations for the Gross Settlement Amount. Subject to issuance of the Order, and the Effective Date of the Agreement and subject to Section 6.1 of this Agreement, Defendants shall deliver to the Administrator the Gross Settlement Amount according to the following schedule: (i) $52,500.00 within seven (7) days of the Court's issuance of the Order (the "First Installment"); and (ii) $50,000.00 within 30 days of the Court's issuance of the Order ("Second

Installment") (each an "Installment", collectively the "Installments"). Time is of the essence with respect to the payment of the Installments and all other promises of Defendants to perform pursuant to the Agreement. Payments due hereunder shall be deposited into a Qualified Settlement Fund pursuant to Section 468B-1 of the US Treasury Regulations set up by the Administrator.

4.2 Default in Payment Obligations. If Defendants fail to timely make and deliver to the Administrator any Installment due and owing pursuant to the terms of this Agreement, Plaintiff shall provide written notice of such failure to Defense Counsel ("Default Notice") by email and a copy by regular mail. Default Notice shall be deemed delivered on the date it is emailed to Defense Counsel. Defendants shall, with respect to the First Installment have three (3) business days, and with respect to the other Installment have ten (10) calendar days, from the date of delivery of the Default Notice to timely cure and make the Installment payment due (the "cure period"). If Defendants fail to make any of the Installment payments due within the cure period, Defendants shall be in default of this Agreement ("Default"). Should Defendants Default, all unpaid Installments (or portions thereof) shall become immediately due (accelerated), as well as any and all other payments owed by Defendants due under this Agreement if any, and Plaintiff shall be entitled to immediately enforce this Settlement and Agreement; it being stipulated and agreed that the Court shall retain jurisdiction, pursuant to California Code of Civil Procedure section 664.6 and otherwise as permitted by law for said purposes, and in addition proceed on the non-PAGA Claims the release of which hereunder were subject to payment of the Gross Settlement Amount in full. Notwithstanding anything to the contrary set forth above or herein, if Defendants fail to make the First Installment and fail to cure said default following a Default Notice and the time to cure, Plaintiff may elect by written notice to Defense Counsel, in his sole and absolute discretion, to declare this Agreement null, void and of no further force and effect which it shall be upon such election. Should Plaintiff be entitled to and make such an election (versus seeking the Court's enforcement of this Agreement and an award of Judgment hereupon), he shall promptly notify the Court of such election.

4.3 Administrator Payments from Gross Settlement Amount. The Administrator shall promptly make the following payments from the Gross Settlement Amount upon receipt of the Installments made from Defendants. Specifically, payments to Plaintiff, PAGA Counsel, and the Administrator should be made by the Administrator promptly and in no event later than ten (10) business days of the receipt of the Installments:

- First Installment of $52,500.00 shall be paid as follows: (i) to Plaintiff, the Enhancement/Release Payment in full; (ii) to PAGA Counsel the Litigation Costs in full; (iii) to PAGA Counsel Attorney Fees in an amount proportionate to the First Installment made (40% of the First Installment) (iv) to the Administrator, 50% of the Administrator's Fee; and (v) any remaining amounts to be held by the Administrator for the Aggrieved Employee Payments and the LWDA Payments.

- Second Installment of $50,000 shall be paid as follows: (i) to PAGA Counsel, Attorney Fees proportionate to the Second Installment made (40% of the Second Installment), (ii) to the Administrator, the remaining 50% of the Administrator's Fee; and (iii) remaining amounts to be held by the Administrator for the Agreed Employee Payments and the LWDA Payments.

4.4. Aggrieved Employees and Payments from the Net Settlement Fund:

4.4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 120 Aggrieved Employees and a total of approximately 1,493 PAGA Pay Periods. By its execution hereof, Defendants represent that the number of PAGA Pay Periods set forth in the preceding sentence is to the best of its knowledge, following careful review of Defendant's employment records, true and correct. Following execution of this Agreement, should Plaintiff, Plaintiff's Counsel, Defendant or Defense Counsel discover or otherwise become aware of additional Aggrieved Employees and/or PAGA Pay Periods it shall immediately notify all Parties, their Counsel and the Administrator of same and the provisions of paragraph 7.1 shall become applicable if the additional number of PAGA Pay Periods meets the Escalator Threshold.

4.4.2 Aggrieved Employee Data. Within thirty (30) days of issuance of the Order, Defendant shall deliver to Administrator the Aggrieved Employee Data in the form of a password protected 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 under this Agreement. Defendant shall have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible noting that Defendant shall have no obligation to update Aggrieved Employee Data for address changes. 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.

4.4.3 Notice and Payments to Aggrieved Employees. No later than twenty-one (21) calendar days after Defendant has paid/delivered all of the Installments and the Gross Settlement Amount has been paid in full, the Administrator shall mail to each of the Aggrieved Employees for whom Aggrieved Employee Data is provided, at their last known address, by first class United States mail, postage prepaid, the Individual PAGA Payments due to them, respectively, along with the Notice of PAGA Settlement in form substantially the same as that attached hereto **as Exhibit "B".** No claims process is required as a condition to Administrator delivering the Individual PAGA Payments. For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the individual payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Administrator, the individual payment for that individual will be deemed undeliverable. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.

4.4.4 Payment to LWDA. No later than twenty-one (21) calendar days after Defendant has paid/delivered all Installments and the Gross Settlement Amount has been paid in full, the Administrator shall deliver to the LWDA the LWDA PAGA Payment.

4.5 Tax. Individual PAGA Payments are considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement shall have their payments reported on an IRS Form 1099. The Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

ARTICLE V
RELEASE

5.1 Felix's General Release. Subject to issuance of the Order and payment of the Gross Settlement Amount in full (including Plaintiff's Enhancement/Release), Plaintiff, Martin Felix ("Felix"), for himself alone, hereby releases and discharges the Released Parties from all damages, losses, claims, causes of action and liabilities that he has, known or unknown, arising out of or relating to his employment with the Defendants, including, but not limited to all claims that were, or reasonably could have been, alleged by him individually based on the facts contained in the Complaint and/or the PAGA Notice. The claims released also include, without limitation: any claim for damages, fees, costs, equitable relief, restitution, or for any other kind of remedy, arising out of or related to Felix's relationship with and contacts with Defendants or Released Parties, any claims in federal, state, or local statutory or common law, including ordinances, regulations, and wage orders relating to Felix's employment with the Defendants and separation from employment, the omission of any specific statute or law shall not limit the scope of this general release in any manner. For avoidance of doubt, this Agreement releases any claims Felix may have related to Felix's employment with Defendants, including, but not limited to, any claims for severance pay, breach of contract, salary, bonus pay, commissions, incentive pay, overtime pay, meal and rest period premiums, final wages, minimum wages, off-the-clock work, sick leave (including, but not limited to, COVID-19 emergency sick leave), penalties, such as penalties for incorrect wage statements, wages due on termination, or any pay, premium, or penalty provided for under the California Labor Code. By accepting this Agreement, Felix acknowledges that Defendants dispute any claim Felix may have for Wages, whether known or unknown. This release is hereinafter referred to as Felix's Release.

Felix's Release does not extend to any claims or actions to enforce this Agreement, claims that cannot be released as a matter of law, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Felix acknowledges that Felix may discover facts or law different from, or in addition to, the facts or law that Felix now knows or believes to be true but agrees, nonetheless, that Felix'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 Felix's Release, Felix expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees: Subject to issuance of the Order and payment of the Gross Settlement Amount in full and to the maximum extent permitted by law, Plaintiff in his representative capacity for and on behalf of all Aggrieved Employees shall be deemed to fully, finally and forever released, settle, compromise, relinquish and discharge Defendants and the Released Parties from all claims, rights, demands, liabilities and causes of action for all PAGA penalties asserted against Defendants arising from or relating to the alleged violations and/or facts asserted in the Complaint and/or PAGA Notice.

5.3 Release Limitations: The foregoing releases do NOT include the release or waiver of any claims that could arise as a result of a breach of this Agreement by Defendants. No release set forth herein applies to any claims that cannot be released as a matter of law.

5.4 Dismissal: Plaintiff agrees to dismiss the Action with prejudice upon the Court's approval of the Settlement and issuance of the Court's Order contemplated herein and thereafter within five (5) business days of the First Installment payment being made. Dismissal will be made in exchange for the Defendants' promises herein and the Parties' stipulation and agreement that the Court shall retain jurisdiction over the Parties to enforce this Agreement and the Settlement pursuant to California Code of Civil Procedure 664.6.

ARTICLE VI
APPROVAL OF SETTLEMENT / ORDER

6.1 Court Approval of Settlement / Cooperation. The Parties will cooperate in preparing and filing with the Court a stipulation and proposed Order approving the Settlement, or if required by the Court following submission of the stipulation and proposed order, an unopposed motion to be filed by Plaintiff's Counsel approving the Settlement. Plaintiff has provided Defendant with a copy of the stipulation and proposed Order it intends to file with the Court. If following submission of same, an unopposed motion or other papers are necessary to be filed, Plaintiff agrees to provide Defendants with a copy of such papers it intends to file with the Court at least seven (7) days prior to either: (i) any deadline imposed by the Court to file the documents with the Court or (ii) the filing of documents with the Court if there is no deadline. The Parties agree to use their best efforts to expedite the preparation and submission of the stipulation and proposed Order. If the Parties disagree on any aspect of the proposed stipulation, application, or motion for approval if necessary, 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 promptly resolve the disagreement. If the Court does not grant the submitted Order on stipulation/application 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 satisfy the Court's concerns or take such other and further action as may be reasonably needed to give effect to the terms of this Agreement. Defendants stipulate to and will not oppose or object to any stipulation, application or motion made consistent with the terms of this Agreement. Should the Court not grant approval of the Settlement as described in this Agreement, issue the contemplated Order, including following good faith cooperation of counsel, or decline to dismiss the Action with prejudice, this Agreement shall be null and void and have no further effect.

6.2 LWDA Notifications: Concurrently with the submission of this Agreement to the Court, Plaintiff shall transmit a copy of this Agreement to the LWDA as required by PAGA. In addition, upon issuance and entry of a Court Order approving the Settlement, Plaintiff shall transmit a copy of said Order to the LWDA as required by PAGA.

ARTICLE VII.
ESCALATOR CLAUSE

7.1 Escalator Clause: If the number of PAGA Pay Periods during the PAGA Release Period is later discovered or disclosed to exceed the number of PAGA Pay Periods represented in paragraph 4.4.1 by more than 5% of the amount stated in paragraph 4.4.1 ("Escalator Threshold"), the Gross Settlement Amount due from Defendants shall be increased pro rata per the additional PAGA Pay Periods. All sums due proportionate to the Gross Settlement Amount shall be increased and paid/distributed by the Administrator accordingly and Defendants shall pay the Administrator its reasonable fees and expenses incurred in performing the additional services reasonably required as a result of the escalation.

ARTICLE VIII
STIPULATION FOR COURT TO RETAIN JURISDICTION / BREACH

8.1 Court Retains Jurisdiction for Enforcement of Settlement. The Parties hereby stipulate and agree that the Court shall retain jurisdiction over the Parties and the Action to enforce this Agreement and Settlement pursuant to California Code of Civil Procedure section 664.6.

8.2 Breach of Agreement. It is stipulated and agreed to by the Parties that upon a Default or other breach of this Agreement by Defendants, Plaintiff may apply to the Court, ex-parte or by noticed motion if required or deemed appropriate by Plaintiff or the Court, for the Court to enforce the terms of this Agreement and Settlement, which motion or application may be for an award of Judgment against Defendants, jointly and severally, for unpaid sums provided for herein and otherwise compelling full performance of the terms of this Agreement. The Parties agree that before Plaintiff moves for a court order, it must notify Defense Counsel and provide Defendants a seven (7)-day grace period to comply with the Agreement before obtaining a Judgment from the court. Except for a good faith defense that Defendant made Installments due if Plaintiff claims it did not, Defendant expressly waives any and all defenses, objections, and/or challenges to a Judgment entered consistent herewith, and waives the right to appeal the Judgment. On a breach of this Agreement by Defendant, Plaintiff shall be entitled to all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement and any Judgment entered in relation thereto. The default and the reasonable attorneys' fees and costs incurred by Plaintiff may be established by a declaration filed by Plaintiff or his counsel.

ARTICLE IX
MISCELLANEOUS

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

9.2 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.

9.3 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

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

9.5 Assignment. None of the rights, commitments, or obligations under this Agreement may be assigned by any of the Parties without the express written consent of the other and their respective counsel's prior acknowledgment and consent thereto.

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

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

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

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

9.10 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiff, PAGA Counsel, Defendant, and Defense Counsel agree that, other than with respect to the stipulation/motion for settlement approval, and related filings and actions to give effect or enforce its terms, they 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 any potentially-related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena or as otherwise required to comply with law or government orders; (5) in response to an inquiry or subpoena issued by a state or federal government agency or (6) with respect to Defendant, to provide information with respect to resolution to employees/managers/board members/members regarding the status and fact of the settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. This paragraph does not restrict communications with Aggrieved Employees nor does it restrict communications acknowledging the filing of the complaint, denying the allegations in the complaint or stating that the matter was resolved/settled.

9.11 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 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, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.

9.12 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.

9.13 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.

9.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and, unless otherwise expressly provided for otherwise herein, be deemed to have been duly given as of the third business day after mailing by United States mail; or one business day after deposited with a nationally recognized overnight courier, with a courtesy copy to be sent via email, addressed as follows:

To Plaintiff or Plaintiff's Counsel: THE PEERY LAW FIRM, Attn: Amit Peery, 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362; email: ap@peerylaw.com.

To Defendant or Defense Counsel: Robert L. Shipley, a Professional Law Corporation; 2784 Gateway Road, Suite 104, Carlsbad, California 92009; email: rshipley@shipleylaw.com.

9.15 Execution / Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original and binding. 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. Each signatory signing on behalf of an entity/entities represents that they are authorized to enter into this Agreement on behalf of such entity/entities and bind it to the terms herein.

By signing below, each of the undersigned acknowledges that they have read and understand, and hereby agree to and shall be bound by the recitals, terms and conditions set forth above in this PAGA Settlement Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 10.22.2025

Sundance Restaurants Holdings, LLC, a California limited liability company

By ____________(Omar Bukhowa)

Its: Managing Member

Dated: 10.22.2025

Poggi Foods, LLC, a California limited liability company

By____________(Omar Bukhowa)____________

Its: Managing Member

Dated: 10/16/2025

Signed by:
Omar Bukhowa
1386DABE14DA47A...

Omar Bukhowa, an individual

Dated: 10/15/2025

Signed by:
Michael Murray
E068822860BF448...

Michael Murray, an individual

Dated: ____________________

____

Martin Felix

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS ONLY

Dated: ________________

THE PEERY LAW FIRM

By: ____________________

Amit Peery, Esq.
Attorneys for Plaintiff

Dated: 10/15/2025

ROBERT L. SHIPLEY, A PROFESSIONAL LAW CORPORATION

By: DocuSigned by:
Robert L. Shipley
4497582A3890400...

Robert L. Shipley, Esq.
Attorneys for Defendants

Dated: ___________________

Sundance Restaurants Holdings, LLC, a California limited liability company

By ______________________________________

Its ______________________________________

Dated: ___________________

Poggi Foods, LLC, a California limited liability company

By______________________________________

Dated: ___________________

Its ______________________________________

____
Omar Bukhowa, an individual

Dated: ___________________

____
Michael Murray, an individual

Dated: 10/7/2025

Signed by:
97F2AD3836CF47C...
____
Martin Felix

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS ONLY

Dated: 10/7/2025

THE PEERY LAW FIRM

DocuSigned by:
Amit Peery
AA3EFF8AA9BC477...

By: ______________________________________
Amit Peery, Esq.
Attorneys for Plaintiff

Dated: ___________________

ROBERT L. SHIPLEY, A PROFESSIONAL LAW CORPORATION

By: ______________________________________
Robert L. Shipley, Esq.
Attorneys for Defendants

EXHIBIT A

THE PEERY LAW FIRM

4550 E. Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362

T: (818)995-4079
F: (818)995-6514
E: ap@peerylaw.com

September 13, 2024

Labor & Workforce Development Agency
Via electronic submission

Sundance Restaurants Holdings LLC
1402 Liggett Way
San Diego, CA 92106
Via Certified Mail

Omar Bukhowa
Individually and Agent for Sundance Restaurant Holdings LLC
5566 Waverly Ave.
La Jolla, CA 92037
Via Certified Mail

Michael Murray
1402 Liggett Way
San Diego, CA 92106
Via Certified Mail

Re: Labor Code Violations / Compliance Letter of California Labor Code § 2698, the Private Attorneys General Act of 2004

Dear LWDA:

This office represents Martin Felix ("our client"), a former California employee of Sundance Restaurants Holdings LLC. Omar Bukhowa and Michael Murray, to whom this letter is also addressed, were and are the owners, directors, officers and/or managing agents of Sundance Restaurants Holdings LLC and are also liable for the violations raised in this letter pursuant to California Labor Code §558.1. Labor Code §558.1 provides that, "(a) Any employer or *other person acting on behalf of an employer*, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer."

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 et seq. Accordingly, we set forth below the following provisions of the California Labor Code and Industrial Welfare Commission orders that Defendants have violated with respect to our client and other of its non-exempt California employees ("Aggrieved Employees") along with the facts and theories in support thereof. Sundance Restaurant Holdings LLC, Omar Bukhowa and Michael Murray are collectively referred to herein as "Defendants".

Our client was employed by Defendants from approximately August 30, 2023 to May 24, 2024. He and other Aggrieved Employees worked for the Defendants who owned and operated fast food restaurants in Twenty Nine Palms, California (inc. Popeye's, Planet Smoothie and Man Chu Wok).

Our client alleges that Defendants failed to pay him and other Aggrieved Employees all minimum and overtime wages that were due to them during the course of their employment in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Among other things, our client and Aggrieved Employees were compelled to work after clocking out for the day (i.e. "off the clock"), and as a result were not paid for work performed on behalf of the Defendants. This off the clock work was known to and required by the Defendants, and included our client and Aggrieved Employees having to prepare reports at home, after clocking out, that were mandated by Defendants (reports concerning sales and other matters occurring during the day). Our client and other Aggrieved Employees were denied wages due to them, including overtime wages when they had worked more than 8 hours in a day, giving rise to not only their right to recover unpaid wages and attorneys fees and costs of suit, but also civil penalties provided for under Labor Code Section 558.

Our client further alleges that he and Aggrieved Employees were not provided meal breaks or paid premium wages in lieu thereof in violation of Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001. Our client and other Aggrieved Employees were employed and worked more than five hours per day but were regularly denied and unable to take meal breaks as required by Labor Code §512 (employees employed for more than 5 hours in a day are required to be provided a meal period of not less than 30 minutes, and second meal period of not less than 30 minutes if employed for more than 10 hours in a day). When the Defendants' restaurants were busy or if our client and other Aggrieved Employees were tasked with and had too much work to do, as was regularly the case, they were denied and unable to take meal breaks. Even when permitted to take meal breaks, they were not permitted to leave their place of work, were unable to take an uninterrupted meal break and meal breaks were often interrupted or cut short. In addition to being denied proper meal breaks, Defendants were required but failed to pay our client and Aggrieved Employees one additional hour of pay at their regular rate of compensation for each day they worked without being provided such a proper meal break. Accordingly, the Defendants' have violated Labor Code §§ 512, 226.7 and IWC Wage Order No. 5-2001 (giving rise to damages and penalties inclusive of those provided for in Labor Code §558).

Our client alleges that Defendants failed to pay premium wages to him and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Defendants had no policy of mandating, requiring or encouraging rest periods and, even when tired and needing rest, our client and Aggrieved Employees would be forced to work without rest breaks so that Defendants could maximize their profit. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, and were also not paid premium wages of one hour's pay for each missed rest period as required by law (LC §226.7). Even when our client and Aggrieved Employees were able to take a rest period, they were often times late or cut short. Defendants have violated Labor Code § 226.7 and IWC Wage Order No. 5-2001, giving rise to damages and penalties, including those provided by Labor Code §558.

Defendants also failed to pay our client and certain Aggrieved Employees all wages due at the separation of their employment as required by Labor Code §§ 201 and 202. As stated above, our client and certain Aggrieved Employees were not paid all wages due during the course of their employment and as a result of this failure were not timely paid all wages due at the separation of employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees who have left their employment with Defendants.

Our client further alleges that Defendants failed to provide her and all other Aggrieved Employees with wage statements as required by Labor Code § 226(a). Labor Code §226(a) requires employers to furnish employees with accurate itemized wage statements that showing, among other things, certain identifying information about the employer, gross wages earned, total hours worked, net wages earned, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3.

The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter. If you have any questions or require any additional information please do not hesitate to contact the undersigned. Thank you.

Very truly yours,

Amit Peery, Esq.
THE PEERY LAW FIRM

THE PEERY LAW FIRM

4550 E. Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362

T: (818)995-4079
F: (818)995-6514
E: ap@peerylaw.com

May 8, 2025

Labor & Workforce Development Agency
Via electronic submission

Sundance Restaurants Holdings LLC
Agent: Omar Bukhowa
5566 Waverly Ave
La Jolla, CA 92037
Via Certified Mail

Poggi Foods LLC
Agent: Omar Bukhowa
5566 Waverly Ave
La Jolla, CA 92037

Omar Bukhowa
5566 Waverly Ave.
La Jolla, CA 92037
Via Certified Mail

Michael Murray
1402 Liggett Way
San Diego, CA 92106
Via Certified Mail

Re: LWDA-CM-1051044-24

AMENDMENT TO PAGA NOTICE – ADDITIONAL DEFENDANT

Dear LWDA:

This letter amends that certain PAGA Notice submitted on September 17, 2024 in the above referenced case for purposes of adding an additional defendant, Poggi Foods LLC. Claims against prior served defendants and the new defendant remain the same.

This office represents Martin Felix ("our client"), a former California employee of Sundance Restaurants Holdings LLC and Poggi Foods LLC. Omar Bukhowa and Michael Murray, to whom this letter is also addressed, were and are the owners, directors, officers and/or managing agents of Sundance Restaurants Holdings LLC and Poggi Foods LLC and are also liable for the violations raised in this letter pursuant to California Labor Code §558.1. Labor Code §558.1 provides that, "(a) Any employer or *other person acting on behalf of an employer*, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer."

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 et seq. Accordingly, we set forth below the following provisions of the California Labor Code and Industrial Welfare Commission orders that Defendants have violated with respect to our client and other of its non-exempt California employees ("Aggrieved Employees") along with the facts and theories in support thereof. Sundance Restaurant Holdings LLC, Poggi Foods LLC, Omar Bukhowa and Michael Murray are collectively referred to herein as "Defendants".

Our client was employed by Defendants from approximately August 30, 2023 to May 24, 2024. He and other Aggrieved Employees worked for the Defendants who owned and operated fast food restaurants in California (inc. Popeye's, Planet Smoothie and Man Chu Wok).

Our client alleges that Defendants failed to pay him and other Aggrieved Employees all minimum and overtime wages that were due to them during the course of their employment in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Among other things, our client and Aggrieved Employees were compelled to work after clocking out for the day (i.e. "off the clock"), and as a result were not paid for work performed on behalf of the Defendants. This off the clock work was known to and required by the Defendants, and included our client and Aggrieved Employees having to prepare reports at home, after clocking out, that were mandated by Defendants (reports concerning sales and other matters occurring during the day). Our client and other Aggrieved Employees were denied wages due to them, including overtime wages when they had worked more than 8 hours in a day, giving rise to not only their right to recover unpaid wages and attorneys fees and costs of suit, but also civil penalties provided for under Labor Code Section 558.

Our client further alleges that he and Aggrieved Employees were not provided meal breaks or paid premium wages in lieu thereof in violation of Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001. Our client and other Aggrieved Employees were employed and worked more than five hours per day but were regularly denied and unable to take meal breaks as required by Labor Code §512 (employees employed for more than 5 hours in a day are required to be provided a meal period of not less than 30 minutes, and second meal period of not less than 30 minutes if employed for more than 10 hours in a day). When the Defendants' restaurants were busy or if our client and other Aggrieved Employees were tasked with and had too much work to do, as was regularly the case, they were denied and unable to take meal breaks. Even when permitted to take meal breaks, they were not permitted to leave their place of work, were unable to take an uninterrupted meal break and meal breaks were often interrupted or cut short. In addition to being denied proper meal breaks, Defendants were required but failed to pay our client and Aggrieved Employees one additional hour of pay at their regular rate of compensation for each day they worked without being provided such a proper meal break. Accordingly, the Defendants' have violated Labor Code §§ 512, 226.7 and IWC Wage Order No. 5-2001 (giving rise to damages and penalties inclusive of those provided for in Labor Code §558).

Our client alleges that Defendants failed to pay premium wages to him and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Defendants had no policy of mandating, requiring or encouraging rest periods and, even when tired and needing rest, our client and Aggrieved Employees would be forced to work without rest breaks so that Defendants could maximize their profit. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, and were also not paid premium wages of one hour's pay for each missed rest period as required by law (LC §226.7). Even when our client and Aggrieved Employees were able to take a rest period, they were often times late or cut short. Defendants have violated Labor Code § 226.7 and IWC Wage Order No. 5-2001, giving rise to damages and penalties, including those provided by Labor Code §558.

Defendants also failed to pay our client and certain Aggrieved Employees all wages due at the separation of their employment as required by Labor Code §§ 201 and 202. As stated above, our client and certain Aggrieved Employees were not paid all wages due during the course of their employment and as a result of this failure were not timely paid all wages due at the separation of employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees who have left their employment with Defendants.

Our client further alleges that Defendants failed to provide her and all other Aggrieved Employees with wage statements as required by Labor Code § 226(a). Labor Code §226(a) requires employers to furnish employees with accurate itemized wage statements that showing, among other things, certain identifying information about the employer, gross wages earned, total hours worked, net wages earned, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3.

If you have any questions or require any additional information please do not hesitate to contact the undersigned. Thank you.

Very truly yours,

Amit Peery, Esq.
THE PEERY LAW FIRM

Copy to: Robert Shipley, Esq., attorney for Defendants

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL

MARTIN FELIX, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.; Plaintiff, v. SUNDANCE RESTAURANT HOLDINGS, LLC, a California limited liability company, OMAR BUKHOWA, an individual, MICHAEL MURRAY, an individual, POGGI FOODS, LLC, a California limited liability company, and DOES 1 through 10, inclusive, Defendants.	Case No. ECU004318 **NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIM (CAL. LABOR CODE § 2698 *ET SEQ.*)**

The Superior Court for the State of California authorized this Notice. Read it carefully! It is not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You have been identified as an individual who worked for SUNDANCE RESTAURANT HOLDINGS, LLC, a California limited liability company, and/or OMAR BUKHOWA, an individual, and/or MICHAEL MURRAY, an individual, and/or POGGI FOODS, LLC, a California limited liability company ("Defendants") in California, as a non-exempt employee at Defendants restaurant establishments that were not federal enclaves, i.e., 1) Manchu Wok (29 Palms), (2) Planet Smoothie (29 Palms), and (3) Popeyes (29 Palms), at a time between September 13, 2023 to May 1, 2025 (the "PAGA Release Period").

On September 18, 2025, Plaintiff for himself and other aggrieved employees commenced a lawsuit in the Superior Court of California, County of Imperial, Case Number ECU004318 (the "Lawsuit") to recover civil penalties under California Labor Code's Private Attorneys General Act of 2004, codified at Labor Code § 2698 et seq. ("PAGA"). PAGA is an enforcement mechanism whereby, following certain procedures, employees may file a lawsuit to recover civil penalties due to and on behalf of the State of California. As applicable to this Lawsuit brought under PAGA, if civil penalties were awarded, 65% of them would go to the State of California and 35% to employees.

The Lawsuit initiated by Plaintiff alleges that Defendants violated various California Labor Code sections giving rise to the State's entitlement to seek civil penalties, including violations related to meal and rest breaks, unpaid wages, inaccurate wage statements, etc.

Defendants vehemently deny all of the allegations made by Plaintiff in the Lawsuit and dispute all of the claims asserted. After many months of argument and negotiation, the Parties reached a settlement following due consideration of the facts and law, arguments, and the uncertainties, costs and risks of proceeding with litigation. The Court approved the settlement on _______________ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound: Plaintiff in his representative capacity for and on behalf of all Aggrieved Employees shall be deemed to fully, finally and forever released, settle, compromise, relinquish and discharge Defendants and the Released Parties from all claims, rights, demands, liabilities and causes of action for all PAGA penalties asserted against Defendants arising from or relating to the alleged violations and/or facts asserted in the Complaint and/or PAGA Notice. The foregoing releases do NOT include the release or waiver of any claims that could arise as a result of a breach of this Agreement by Defendants. No release set forth herein applies to any claims that cannot be released as a matter of law.

"Released Parties" means each and all of the Defendants and their its LLC manager(s), members, owners, directors, officers, managing agents, attorneys, insurers, successors and assigns.

Enclosed you will find a check made payable to you. The enclosed check represents your portion of the PAGA settlement. It is important to note that this is not a class action settlement, and you cannot opt out of receiving this payment. Please note you are responsible for any taxes on the amount received as non-wage income. The check will become void in 180 days. If you do not cash your check, the amount will be transferred to the California Unclaimed Property Fund in your name.

If you have any questions, you can contact the settlement administrator at ________________.