EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Javier Cendejas ("Plaintiff") and defendant DiCarlo Seafood Company, Inc. ("DSC"). The Agreement refers to Plaintiff and DSC collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against DSC captioned *Javier Cendejas v. DiCarlo Seafood Company, Inc., et al.*, initiated on January 27, 2025, Case No. 25LBCV00188, and pending in Superior Court of the State of California, County of Los Angeles which Plaintiff has agreed to amend the complaint to include Labor Code 226 and 204 claims, as they were specifically pled in PAGA notice but inadvertently omitted from the January 27, 2025 complaint.

1.2 "Administrator" means ILYM Group, Inc, the neutral entity the Parties have agreed to appoint to administer the Settlement and who has agreed to act consistently with this Agreement.

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 this Settlement.

1.4 "Aggrieved Employee" means all current or former employees who worked for DSC in the State of California during the PAGA Period, excepting those who have signed a general release of all claims against DCS with a release of Civil Code § 1542.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in DSC's possession, using Defendant's human resources and/or payroll databases as they are maintained in the normal course of business, including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current 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 "Court" means the Superior Court of California, County of Los Angeles.

1.8 "Defense Counsel" means Summer Young-Agriesti and Ana Thomas, Young-Agriesti & Thomas, LLP, 7755 Center Avenue, Suite 1100, Huntington Beach, California 2647, (949) 221¬8700.

1.9 "Effective Date" means the date the last to occur of the following that apply: (a) if no objections to the PAGA Settlement are filed, the date of entry of Order granting approval of the PAGA Settlement; (b) if one or more objections are filed, but no appeal is taken on the Court's order approving the PAGA Settlement, sixty-five (65) calendar days after the date of entry of an order approving the PAGA Settlement or the date on which the time for all appeals from objections to the PAGA Settlement has passed, whichever is later; (c) if there are intervenors to the Action, and if an appeal, review or writ is not sought from the order granting approval of the PAGA Settlement, then upon the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the order; or (d) if an appeal, review or writ is sought from the order, thirty (30) calendar days after the order is affirmed or the appeal, review or writ is dismissed or denied, or the time for any further appeal has expired, whichever is later, and the order is no longer subject to further judicial review. Prior to the Effective Date of the PAGA Settlement, Defendant will not be required to fund the Settlement, in whole or in part, through the Administrator or any third party. If PAGA Counsel were to appeal a ruling with respect to fees or costs, such appeal shall not affect the Effective Date and the Administrator shall reserve such funds sufficient to cover the dispute. Any subsequent distribution shall be at PAGA Counsel's expense. If the Effective Date falls on a holiday or weekend, the Effective Date shall be the next calendar day. Additionally, the Effective Date is conditioned upon Plaintiff's filing of the First Amended Complaint in the Action to include claims for Labor Code 226 and 204, which were pled in the PAGA Notice but inadvertently omitted from the Complaint. "Gross Settlement Amount" means $77,000.00 which is the total amount DSC agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

1.10 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.11 "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

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

1.14 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to

Aggrieved Employees as Individual PAGA Payments.

1.15 "PAGA Counsel" means Levon S. Yepremian, KJT Law Group LLP, 230 N. Maryland Ave. Suite 306, Glendale, CA 91206, (818)-507-8525, the attorneys representing the Plaintiff in the Action.

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

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

1.18 "PAGA Period" means the period from September 3, 2023 to either (i) entry of court approval; or (ii) an earlier date as set forth in Paragraph 8.

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

1.20 "PAGA Notice" means Plaintiff's September 3, 2024, letter to DSC and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.21 "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.

1.22 "Plaintiff" means Javier Cendejas, the named plaintiff in the Action.

1.23 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.24 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.25 "Released Parties" means DSC and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.26 "Representative Enhancement Payment" means the amount of $10,000.00 that Plaintiff will seek, subject to Court approval, in recognition for his service to the State of California and the PAGA Aggrieved Employees.

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

1.28 "DSC" means named Defendant DiCarlo Seafood Company, Inc.

2. RECITALS.

2.1 On January 27 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against DSC alleging the following claims pursuant to Labor Code section 2698 et seq., the California Private Attorney's General Act ("PAGA"): (1) Failure to Pay Minimum Wages – Labor Code §§204, 558, 1194 et seq., 1118.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, IWC Wage Order; (2) Failure to Pay Overtime Wages – Labor Code §510, 512, 551, 552, 558, 1194 et seq., 1197, 1197.1, 1198, IWC Wage Order; (3) Failure to Provide Meal Periods – Labor Code §226.7, 227.3, 512(a) IWC Wage Order; (4) Failure to Provide Rest Periods – Labor Code §226.7, 227.3; (5) Waiting Time Penalties – Labor Code §201-203; (6) Failure to Permit Inspection of Personnel Records – Labor Code §1198.5; (7) Failure to Pay Reporting Time Pay (IWC Wage Orders); (8) Failure to Reimburse Business Expenses – Labor Code §2800, 2802; (9) Unfair Business Practices; and (10) Civil Penalties Under PAGA. Plaintiff subsequently filed a First Amended Complaint, alleging claims pled in the PAGA Notice, but inadvertently missing from the Complaint, including Failure to Pay Timely Wages During Employment Labor Code §204 and Inaccurate Paycheck Stubs - Labor Code §226 (the "Operative Complaint"). DSC denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to DSC and the LWDA by sending the PAGA Notice.

2.3 On November 17, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq. which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, information representing approximately 20% of the PAGA data for the purpose of having a productive mediation. DSC also produced copies of its employee handbook, wage and hour policies and posters and personnel file documents applicable to the Aggrieved Employees.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, DSC promises to pay $77,000.00 and no more as the Gross Settlement Amount. DSC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to DSC.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be $26,950.00, and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Any amounts awarded will constitute complete consideration to PAGA Counsel for all work performed and expenses incurred to date and for all work to be performed and expenses to be incurred through the completion of the Action and its Settlement. DSC will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount, the Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds DSC harmless, and indemnifies DSC, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $3,450.00except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $3,450.00 the Administrator will retain the remainder in the Net Settlement Amount. The Administrator must provide Defendant with a current, fully completed IRS Form W-9 and agree to timely provide copies of claims administered in this case to Defendant upon demand (i.e., notices, settlement checks, proof of payment such as cancelled checks, etc.), and no less than 15 days in advance of the funding deadline.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $21,600.00 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35%) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($7,560.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual

PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. If Individual PAGA Payment to any Aggrieved Employee exceeds $600, the Administrator will report the Individual PAGA Payments on IRS 1099 Forms, with copies to DCS.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records pulled in advance of mediation, DSC estimates there are 43 Aggrieved Employees who worked a total 1,600 of Pay Periods as of the mediation.

4.2 Aggrieved Employee Data. Within 20 days of the Effective Date, DSC 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 under this Agreement. The Aggrieved Employee Data shall not be subject to disclosure by the Administrator to PAGA Counsel, except that relevant information may be provided to PAGA Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a PAGA Member. At no time during the settlement process will any PAGA Member's address, telephone number or Social Security Number be filed with the Court by PAGA Counsel or Defendant, except under seal as may be ordered by the Court. The Administrator shall ensure that the Notice and any other communications to PAGA Members shall not include the PAGA Members' Social Security Numbers, except for the last four digits. DSC has 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. Without any extension of the deadline by which DSC 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. DSC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 20 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after DSC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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 (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. 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 Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 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 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when DSC fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 <u>Plaintiff's Release</u>. Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions, occurrences, liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices, and the release of any and all claims arising under any of the following, as amended: the National Labor Relations Act ("NLRA"), Title VII of the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act of 1974 ("ERISA"), the Americans with Disabilities Act of 1990 ("ADA"), the Fair Labor Standards Act ("FLSA"), the Occupational Safety and Health Act ("OSHA"), the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Genetic Information Nondiscrimination Act ("GINA"), the California Fair Employment and Housing Act ("FEHA"), the Family and Medical Leave Act of 1993 ("FMLA") and the California

Family Rights Act ("CFRA"), the Private Attorneys' General Act ("PAGA"), the California Business and Professions Code, including the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, the California Minimum Wage Law, the Equal Pay Law for California, the California Labor Code (including specifically, Section 132a) and California Wage Orders, together with any alleged violation of the United States or any state Constitution, any local, state or federal law, regulation or ordinance, and/or public policy, contract or tort or common-law, any claim for injunctive or declaratory relief any violation of the penal code, and any other claim whether cognizable at law or in equity having any bearing whatsoever on Plaintiff's application for employment, employment with, or separation of employment from the Released Parties, which Plaintiff's ever had, now have, or shall have, from the beginning of time to the date of the Effective Date ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including claims under California Labor Code §§ 201-204, 226.7, 227.3, 510, 512, 551, 552, 558, 1194, 1118.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802 and IWC Wage Orders.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve in compliance with this Agreement; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/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 PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Any inability to resolve an issue informally between PAGA Counsel and Defense Counsel shall be submitted to the mediator, Lisa Klerman, for final and binding resolution.

7. SETTLEMENT ADMINISTRATION.

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes providing reports to 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 section 468B-1.

7.4 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. The Administrator shall specifically agree to provide Defendant, upon reasonable request, with copies of notices, checks and cancelled checks pertaining to any aggrieved employee for two years following disbursement of the settlement.

7.5 Explanatory Letter. The Administrator will mail copies of the explanatory letter, which has been approved by the Parties and attached hereto as Exhibit A, in English and Spanish, concurrently with the Individual Settlement Payments to all PAGA Aggrieved Employees via First-Class U.S. Mail.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records pulled in advance of mediation, DSC estimates that, as of the date of the mediation, there were 43 Aggrieved Employees who worked 1,600 Pay Periods during the PAGA Period. The settlement includes a 10% escalator clause, meaning that as long as the actual number of Pay Periods worked by Aggrieved Employees do not exceed 1,760 Pay Periods (1,600 plus 10%) prior to Court approval, DSC will not be required to pay any additional amounts. However, if the actual number of Pay Periods exceeds 1,760 Pay Periods, DSC will have the option to either reduce the scope of the release to avoid triggering the escalator clause (i.e., reducing the release period such that the release period ends on the same date as the ending pay period date prior to which the pay periods exceeded 1,760 Pay Periods) or increase the Gross Settlement Amount on a proportional basis for subsequent Pay Periods. Plaintiff shall inform Defendant of the day that they anticipate filing the PAGA approval motion along with the hearing date to be selected. Plaintiff shall inform Defendant of this at least fifteen (15) days in advance of such filing. Seven (7) days prior to the filing of the PAGA approval motion, Defendant shall provide to Plaintiff's counsel the estimated number of PAGA Pay Periods as of that date and whether Defendant intends to end the PAGA Period prior to the PAGA settlement approval hearing date and if so, the exact PAGA Period end date, such that the end date can be included in the Judgment and letter to Aggrieved Employees (in the form set forth in Exhibit A). The Gross Settlement Amount will not be reduced due to Defendant's estimate.

9. CONTINUING JURISDICTION OF THE COURT. Pursuant to California Code of Civil Procedure section 664.6. the Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

10.1 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 DSC that any of the allegations in the Operative Complaint have merit or that DSC has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that DSC's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, DSC reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest DSC's defenses. 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).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and DSC, 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.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the mediator for binding resolution. If the mediator is unable or unwilling to so assist, the Parties shall apply to the Court for resolution.

10.5 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.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, DSC 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.

10.7 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.

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

10.9 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.

10.10 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.

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Except as provided above to the extent necessary to effectuate the settlement or as required by court or legal process, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the

PAGA Data provided to PAGA Counsel by DSC 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from DSC.

10.13 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.

10.14 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.

10.15 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: Levon S. Yepremian, KJT LAW Group LLP
230 N. Maryland Ave. Suite 306, Glendale, CA 91206 (818) 507-8525;
levon@kjtlawgroup.com.

To DSC: Summer Young-Agriesti and Ana Thomas, Young-Agriesti & Thomas, LLP
7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647 (949) 221¬8700;
syoung@yatlaw.com with mandatory cc to both athomas@yatlaw.com and
mperciavalle@yatlaw.com.

10.16 Execution in 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. 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.

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

[SIGNATURES ON NEXT PAGE]

Dated: 12 / 24 / 2025

JAVIER CENDEJAS

By: Javier cendejas

Dated: 12/23/2025

KJT LAW GROUP LLP [Approving as to Form Only]

By: ______________________________

Levon S. Yepremian, Esq.
Attorneys for Plaintiff

Dated: 12/23/2025

DICARLO SEAFOOD COMPANY, INC.

By: ______________________________

On behalf of DiCarlo Seafood Company, Inc.

Dated: **12/23/25**

YOUNG-AGRIESTI & THOMAS, LLP [Approving as to Form Only]

By: ______________________________

Summer Young-Agriesti, Esq.
Ana Thomas, Esq.
Attorneys for Defendant

EXHIBIT B

EXHIBIT C

KJT LAWGROUP LLP
Jivalagian | Thomassian

230 N. Maryland Ave. Suite 306
Glendale, CA 91206
P: 818.507.8525
F: 818.507.8588
info@KJTLawGroup.com

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency,
DiCarlo Seafood Company, Inc.
Date: September 3, 2024
Subject: *Javier Cendejas v. DiCarlo Seafood Company, Inc.*

INTRODUCTION

Please take notice that Javier Cendejas intends to seek civil penalties against his employer, DiCarlo Seafood Company, Inc. ("DiCarlo") under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), on behalf of himself, the Labor and Workforce Development Agency ("LWDA"), and other aggrieved employees. DiCarlo is liable for these civil penalties as a result of its uniform and systematic failure to comply with California wage laws, including California Labor Code provisions relating to the payment of overtime wages and minimum wages, and providing meal and rest breaks (or payment of the statutory additional wages due), expense reimbursements, inaccurate wage statements, and waiting time penalties.

Before pursuing these PAGA penalties in a representative capacity, California Labor Code § 2699.3 requires that aggrieved employees notify their employer and the LWDA of the specific provisions of the California Labor Code allegedly violated, as well as the facts and legal grounds supporting the allegations. To that end, we submit this letter on behalf of our client, Javier Cendejas, and on behalf of all aggrieved employees to provide notice of the following facts and violations of the California Labor Code:

GENERAL INFORMATION

DiCarlo Seafood Company, Inc. is a seafood wholesaler with its headquarters located in Wilmington, California. At all times mentioned herein, DiCarlo was licensed to do business in the State of California and conducted and continues to conduct substantial business in the State of California and at all times mentioned herein, DiCarlo was and is covered by the California Labor Code and the applicable California Industrial Welfare Commission ("IWC") Wage Order.

Javier Cendejas is employed by DiCarlo as a night shift manager from January 29, 2024 to August 2, 2024. At all times, Mr. Cendejas was employed as an hourly non-exempt employee.

230 N. Maryland Ave. Suite 306
Glendale, CA 91206
P: 818.507.8525
F: 818.507.8588
info@KJTLawGroup.com

CALIFORNIA LABOR CODE VIOLATIONS

1. Failure to Provide Rest Periods
(California Labor Code §§ 226.7 and 512 and IWC Wage Orders)

High workload demands, strict deadlines, and intense pressure to meet company goals forced employees to delay, shorten, or forgo their rest breaks to complete their assigned tasks. Indeed, DiCarlo regularly failed to provide Mr. Cendejas and other employees with any rest break. In addition, when working more than six hours, Mr. Cendejas and other employees would not receive any additional rest breaks. As a result, Mr. Cendejas and other employees regularly worked in excess of four hours or major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512, and 512,1198 and IWC Wage Orders, and DiCarlo is liable for civil penalties under California Labor Code §§ 2698 *et seq.*

2. Failure to Provide Meal Periods
(California Labor Code §§ 226.7, 512 and IWC Wage Orders)

The same workload demands discussed above forced Mr. Cendejas and other employees to delay, shorten, or forgo their meal breaks to complete their assigned tasks. Oftentimes, Mr. Cendejas worked more than a five-hour shift and did not receive a 30-minute meal break. In those instances where DiCarlo provided Mr. Cendejas with a meal break, it was often past the fifth hour of work. As a result, Mr. Cendejas and other employees worked more than five hours during a shift without being provided a timely half-hour meal period and/or more than ten hours in a shift without receiving a second timely half-hour meal period, as required by California Labor Code §§ 226.7 and 512 and the IWC Wage Orders. In doing so, DiCarlo has violated California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, and is liable for civil penalties under California Labor Code §§ 2698 *et seq.*

3. Failure to Pay Overtime Wages
(California Labor Code §§ 510 and 1194, and 1198)

At times, DiCarlo employed Mr. Cendejas and other employees for more than eight hours per day or more than 40 hours per workweek. In this instance, the non- exempt employees are entitled to receive one-and-one half times their regular hourly rate of pay for working more than eight hours but less than 12 hours in a workday or over 40 hours in a workweek. Notwithstanding this law, DiCarlo failed to maintain a policy that compensates Mr. Cendejas and other employees for all hours worked, including overtime compensation, and properly calculating the overtime rate.

As a result, DiCarlo has violated California Labor Code §§ 204, 210, 211, 510, 1194, 1197.1, and 1198 and the applicable IWC Wage Order for failure to pay overtime, and is liable for civil penalties under California Labor Code §§ 558 and 2698 *et seq.*

4. **Failure to Pay Minimum Wage**
(California Labor Code §§ 204, 1118.12, 1197.1, IWC Wage Order)

DiCarlo failed to pay Mr. Cendejas and other employees California's prevailing minimum wage for all "hours worked." For example, DiCarlo required Mr. Cendejas and other employees to perform off-the-clock work while they were supposedly on their meal breaks. In such an instance, DiCarlo was obligated to pay wages for all hours worked, but failed to do so. As a result, DiCarlo has violated California Labor Code §§ 204, 558, 1118.12, 1193.6, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Order for failure to pay minimum wage for all hours worked, and is liable for civil penalties under California Labor Code §§ 558 and 2698 *et seq.*

5. **Failure to Provide Accurate Itemized Wage Statements**
(California Labor Code § 226)

Mr. Cendejas and other employees' wage statements were deficient, because of the violations detailed in this notice, including not paying regular and overtime wages for all hours worked and failing to provide meal and rest break premiums. As a result, the wage statements provided to Mr. Cendejas and other employees were not accurate and do not include all of the statutorily-required information. Specifically, DiCarlo has violated California Labor Code § 226 by willfully failing to furnish Mr. Cendejas and other employees with accurate, itemized wage statements. These California Labor Code violations, in turn, constitute PAGA violations.

6. **Reporting Time Pay**
(IWC Wage Order)

Under California law, each workday an employee is required to work, but is not put to work or is furnished with less than half of his or her usual day's work, the employee must be paid for half the usual or scheduled day's work, but in no event for less than two hours not more than fours, at his or her regular rate of pay. Here, DiCarlo required Mr. Cendejas and other employees to report to work, but sometimes DiCarlo's management would inform them that there was not any work for them that day. In such a situation, these employees were sent home before their usual day's work, and are entitled to reporting time pay under the applicable IWC Wage Order. DiCarlo, however, did not provide reporting time pay to Mr. Cendejas and other employees in violation of the applicable IWC Wage Order, which in turn, constitutes a PAGA violation.

7. **Failure to Pay Waiting Time Penalties**
(California Labor Code § 203)

Sections 201 and 202 of the California Labor Code requires that employers pay employees all wages due immediately if an employer discharges an employee, and within 72 hours if an employee quits his or her employment. Section 203 of the California Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a sanction and amount owed, continue to pay that employee's wages until the back wages are paid in full or an action is commenced. The sanction and amount owed cannot exceed 30 days of wages.

230 N. Maryland Ave. Suite 306
Glendale, CA 91206
P: 818.507.8525
F: 818.507.8588
info@KJTLawGroup.com

DiCarlo owed wages to discharged employees, such as premiums for missed meal and rest periods, minimum wage, and overtime pay for hours worked over eight hours in a workday or 40 in a workweek. DiCarlo's failure to pay these wages at termination was willful and constitutes a PAGA violation based on a violation of California Labor Codes §§ 201-203 and 558.

8. <u>Failure to Reimburse for Business Expenditures and Losses</u>
(California Labor Code § 2802)

As a pattern of practice, DiCarlo regularly failed to reimburse and indemnify Mr. Cendejas and other employees for their business expenses. These expenses were necessary expenditures incurred by Mr. Cendejas and other employees in performing job duties. For example, Mr. Cendejas and other employees were required to use their own mobile devices in order to communicate with colleagues and management while working, but were not reimbursed for this expense. Despite being aware of these business expenses, DiCarlo failed to reimburse Mr. Cendejas and other employees for such business expenses in violation of California Labor Code § 2802, which requires employers to "indemnify his or her employee for all necessary expenditures and losses incurred by employees." In turn, this constitutes a PAGA violation based on a violation of California Labor Code §§ 2800 and 2802.

<u>CONCLUSION</u>

In sum, DiCarlo has committed PAGA violations based on non-compliance with California Labor Code §§ 204, 1118.12, 1197.1 (minimum wage), 226 (inaccurate itemized wage statements), 226 (wage statements), 226.7(meal and rest break violations), 510-511, 119, 512 (meal breaks), 2802 (expense reimbursements) and 202-203 and 203 (waiting time penalties), as well as the applicable IWC Wage Order

Mr. Cendejas seeks to remedy these violations by securing unpaid wages and civil penalties. Please let me know whether the LWDA intends to investigate or whether we may proceed with a civil action as representatives for the LWDA and those employees that are aggrieved. If you have any questions, please do not hesitate to contact me.

Sincerely,

Vache Thomassian, Esq.
KJT Law Group, LLP

230 N. Maryland Ave. Suite 306
Glendale, CA 91206
P: 818.507.8525
F: 818.507.8588
info@KJTLawGroup.com

VIA ONLINE FILING
Labor and Workforce Development Agency
Attn: PAGA Administrator
Filed at "New PAGA Claim Notice" (https://dir.tfaforms.net/308)

VIA CERTIFIED MAIL, 9589 0710 5270 0411 3441 03
DiCarlo Seafood Company, Inc.
Agent of Service for Process: Paul DiCarlo
842 N Pioneer Ave.
Wilmington, CA 90744

CC: DiCarlo Seafood Company, Inc.
842 N Pioneer Ave.
Wilmington, CA 90744

EXHIBIT D

EXHIBIT E

Gmail

Levon Yepremian <levon@kjtlawgroup.com>

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com> Fri, Feb 13, 2026 at 1:23 PM
To: levon@kjtlawgroup.com

02/13/2026 01:23:25 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 02/13/2026 01:23:25 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1048819-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm