

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Zenia Daniela Anzora and Ty Alexander (“Plaintiffs”), for themselves and as representatives of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(4) below), and ArrowPetrol, Inc. (“ArrowPetrol”) and Onnik Mooradian (“Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Ty Alexander is a current employee of ArrowPetrol. He has been employed by ArrowPetrol since 2001. Plaintiff Zenia Daniela Anzora is a former employee of ArrowPetrol. She was employed by ArrowPetrol from August 2022 to January 2023 and July 2023 to November 2024.

(b) On October 23, 2024 Plaintiffs’ Counsel submitted a letter on behalf of the Plaintiffs to the California Labor and Workforce Development Agency (“LWDA”) and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiffs intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 215, 216, 218.5, 226(a), 226.3, 226.7 510, 512(a), 1194, 1194.2, 1197 1199, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 thereby initiating LWDA Case Number LWDA-CM-1057915-24 (the “PAGA Notice”);

(c) On February 10, 2025, Plaintiffs’ filed a First Amended Complaint including Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), commencing a representative action under PAGA against Defendants, entitled, *Zenia Daniela Anzora and Ty Alexander v. ArrowPetrol, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV27835 (the “Action”). The Operative Complaint asserts a cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On June 26, 2025 the Parties mediated the Action with Arthur M. Eidelhoch and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, ArrowPetrol shall pay the maximum gross sum of Fifteen Thousand Dollars (\$15,000) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of one-third of the Total Settlement Amount, which is Five Thousand Dollars (\$5,000.00) if the Total Settlement Amount remains \$15,000 (“Attorneys’ Fees”) to Plaintiffs’ Counsel, which shall be approved by the Court and which Defendants will not contest. If the Court approves Attorneys’ Fees less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount.

(2) Costs and expenses of administration of the Settlement up to the amount of Two Thousand Dollars (\$2,000.00) (“Settlement Administration Costs”) to ILYM Group, Inc. (the “PAGA Settlement Administrator”). To the extent the Settlement Administration Costs are less or the Court approves payment less than \$2,000, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

(3) The amounts stated in Sections 3(a)(1) – 3(a)(2) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(4) Sixty-five percent (65%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining thirty-five percent (35%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant ArrowPetrol, Inc. in the State of California during the PAGA Period (the “Aggrieved Employees”). The period from October 23, 2023 to July 26, 2025 is the “PAGA Period”. The 35% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated to consist of approximately 16 individuals who worked approximately 821 weekly Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 821, the Total Settlement Amount will be increased by the percentage that the actual number exceeds 903 Compensable Pay Periods. However, if the Pay Periods exceed 903 in the PAGA Period, Defendants at their sole discretion may adjust the Pay Period to a date that does not exceed 903.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for Plaintiffs’ execution of this Settlement Agreement, and

the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. Disbursal of Settlement Funds.

(a) Subject to Section 4 above, ArrowPetrol shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement. The funds shall be provided to the Settlement Administrator by ArrowPetrol within thirty (30) days after Court approval of the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. Approval and Implementation of the PAGA Settlement.

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

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Snell & Wilmer, LLP ("Defendants' Counsel") for review; Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of Total Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by ArrowPetrol by transmitting the

required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by ArrowPetro is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 35% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of weekly pay periods they each worked between October 23, 2023 to July 26, 2025 ("Compensable Pay Periods"), based on ArrowPetro's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds

associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiffs' Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants ArrowPetro, Inc. and Onnik Mooradian, including each of their past, present, or future parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the PAGA Notice and/or the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to timely pay wages, and 201, 202, 203, 204, 215, 216, 218.5, 226(a), 226.3, 226.7 510, 512(a), 1194, 1194.2, 1197 1199, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 (collectively, the "Released Claims"). This section explicitly excludes any and all worker's compensation claims.

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed

to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs have or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs' employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiffs' intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) Plaintiffs and Plaintiffs' Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of this Settlement. Plaintiffs and Plaintiffs' Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement, including but not limited to any postings on any websites maintained by Plaintiffs' Counsel; provided, however, that Plaintiffs' Counsel may state that it has settled a PAGA action against a gas station employer so long as neither Defendants nor the Plaintiffs are identified.

(c) Neither Plaintiffs, Plaintiffs' Counsel, Defendants nor Defendants' 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.

(d) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(e) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(f) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Arthur M. Eidelhoch. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

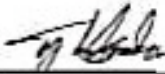
(g) If Plaintiffs or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

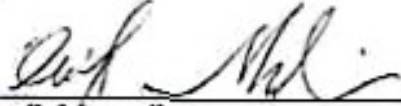
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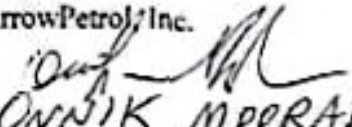
HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 07 / 17 / 2025, 2025 
Zenía Daniela Anzora

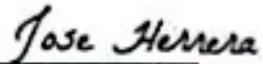
Date: 07 / 16 / 2025, 2025 
Ty Alexander

Date: 8/10/, 2025 
Onnik Mooradian

Date: 8/10/, 2025 
ArrowPetro, Inc.
Name: ONNIK MOORADIAN
Title: PRESIDENT

Approved as to form and content.

HAULK & HERRERA LLP

Date: 07 / 16 / 2025, 2025 
Jose M. Herrera
Matthew A. Haulk
Attorneys for Plaintiffs Ty Alexander and Daniela Anzora

Snell & Wilmer, LLP

Date: 08 / 14 / 2025



Anne Dwyer
Tiffany Brosnan
Attorneys for Defendants
Arrowpetrol, Inc. and Onnik Mooradian

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

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Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Zenia Daniela Anzora and Ty Alexander v. ArrowPetroI, Inc.* Los Angeles County Superior Court Case No. 24STCV27835

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Zenia Daniela Anzora and Ty Alexander v. ArrowPetroI, Inc., et al.* Los Angeles County Superior Court Case No. 24STCV27835 (“Action”).

The lawsuit was filed on February 10, 2025 by Zenia Daniela Anzora and Ty Alexander (“Plaintiffs”) against ArrowPetroI, Inc. and Onnik Mooradian (“Defendants”), on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to timely pay wages. Prior to filing the lawsuit, on October 23, 2024, Plaintiffs submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 215, 216, 218.5, 226(a), 226.3, 226.7 510, 512(a), 1194, 1194.2, 1197 1199, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 thereby initiating LWDA Case Number LWDA-CM-1057915-24 (the “PAGA Notice”).

Defendants deny all of Plaintiffs’ allegations and deny any wrongdoing of any kind associated with Plaintiffs’ allegations.

A settlement was reached between Plaintiff and Defendants

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant ArrowPetroI, Inc. in the State of California during PAGA Period (“Aggrieved Employees”). The period from October 23, 2023 to July 26, 2025 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants including each of their parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to timely pay wages, and 201, 202, 203, 204, 215, 216, 218.5, 226(a), 226.3, 226.7 510, 512(a), 1194, 1194.2, 1197 1199, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, and 4-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

EXHIBIT A – COVER LETTER

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

Title	Anzora_ PAGA Settlement Agreement (Draft) - Final .pdf
File name	Anzora_%20PAGA%20...0-%20Final%20.pdf
Document ID	577ddb559fe65a5a89eccaf53d64dbe6953ec9de
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



07 / 17 / 2025
03:27:34 UTC

Sent for signature to Zenia Daniela Anzora (tdalexanderfam@gmail.com) and Ty Alexander (tdalexanderfam@gmail.com) from jherrera@hhemploymentlaw.com
IP: 76.103.252.103



07 / 17 / 2025
03:34:10 UTC

Viewed by Zenia Daniela Anzora (tdalexanderfam@gmail.com)
IP: 76.33.68.121



07 / 17 / 2025
03:57:26 UTC

Viewed by Ty Alexander (tdalexanderfam@gmail.com)
IP: 76.33.68.121



07 / 17 / 2025
03:58:26 UTC

Signed by Ty Alexander (tdalexanderfam@gmail.com)
IP: 76.33.68.121



07 / 17 / 2025
16:45:53 UTC

Signed by Zenia Daniela Anzora (tdalexanderfam@gmail.com)
IP: 76.33.68.121



COMPLETED

07 / 17 / 2025
16:45:53 UTC

The document has been completed.