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LLC; TRES HERMANOS Y AMIGO 3, LLC; and TRES HERMANOS Y AMIGO 4, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KAROLINA JEORGE, individually, and
on behalf of all other aggrieved
employees,

Plaintiff,

v.

TRES HERMANOS Y AMIGO 1, LLC, a
California limited liability company;
TRES HERMANOS Y AMIGO 2, LLC, a
California limited liability company;
TRES HERMANOS Y AMIGO 3, LLC, a
California limited liability company;
TRES HERMANOS Y AMIGO 4, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.:25CV001913

[Assigned for All Purposes to Hon. Lauri A.
Damrell, Dept. 22]

**STIPULATION FOR SETTLEMENT AND
RELEASE UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

Action Filed: January 22, 2025

Trial Date: None Set

1 This Stipulation for Settlement and Release (“Agreement” or “Settlement”) under the
2 Private Attorneys General Act, California Labor Code section 2698 et seq. (“PAGA”), is made
3 by and between Karolina Jeorge (“Plaintiff”), individually and as representative on behalf of
4 allegedly Aggrieved Employees as further defined herein and the State of California and
5 Defendants Tres Hermanos Y Amigo 1, LLC; Tres Hermanos Y Amigo 2, LLC; Tres Hermanos
6 Y Amigo 3, LLC; and Tres Hermanos Y Amigo 4, LLC (“Defendants”). Plaintiff and Defendants
7 are collectively referred to herein as the “Parties” and may be individually referred to as a “Party.”

8 **A. FACTUAL BACKGROUND**

9 1. This Settlement is made and entered into by and between Plaintiff and Defendants,
10 and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties
11 expressly acknowledge that this Agreement is entered into solely for the purpose of
12 compromising significantly disputed claims and that nothing herein is an admission of liability
13 or wrongdoing by Defendants. Defendants deny that they are liable to Plaintiff or the Aggrieved
14 Employees and deny they have violated any law.

15 2. On October 18, 2024, Plaintiff filed a notice with the Labor & Workforce
16 Development Agency (“LWDA”) alleging that Defendants violated Labor Code Sections 201,
17 202, 203, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198.5, 2802, 6401.7,
18 6401.9, and Industrial Welfare Wage Orders, 5-2001, and 17-2001, Sections §§3, 4, 7, 9, 11, 12,
19 14 (“suitable seating”) and 20 (“PAGA Notice”).

20 3. On August 19, 2024, Plaintiff filed her PAGA Complaint in Sacramento County
21 Superior Court, Case No: 25CV001913 (hereinafter the “Action”). Plaintiff’s complaint is based
22 upon PAGA seeking civil penalties only, predicated on Defendants’ alleged failure to provide
23 meal and rest periods, failure to pay overtime wages, minimum wages, all wages due to
24 discharged and quitting employees, failure to provide itemized wage statements, failure to
25 maintain required records, the failure to reimburse employees for necessary expenditures
26 incurred in the discharge of duties, failure to provide suitable seating, and failure to implement a
27 workplace violence prevention policy.

28 4. On April 4, 2025, Defendants filed an Answer denying all allegations in the

1 Action and all claims of any wrongdoing whatsoever by Defendants or any of its parents,
2 subsidiaries, affiliates, divisions, agents, servants, or employees for any claims.

3 5. The Parties attended mediation on January 9, 2026, with the highly experienced
4 mediator Kelly A. Knight, Esq. The Parties reached this Settlement of the Action on a PAGA
5 only basis subject to Court approval.

6 6. The Parties recognize the risk, expense, and delay in continuing the Action, and
7 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties
8 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the
9 Action.

10 **B. DEFINITIONS**

11 1. "Action" means *Karolina Jeorge v. Tres Hermanos Y Amigo 1, LLC et al.*, filed
12 on January 22, 2025, in the Superior Court of California, County of Sacramento, Case No.
13 25CV001913.

14 2. "Aggrieved Employees" means all non-exempt, hourly current and former
15 employees who worked for Defendants in the State of California, at any time from October 18,
16 2023, to January 31, 2026.

17 3. "Agreement" or "Settlement" means this Stipulation for Settlement and Release.

18 4. "Plaintiff's Counsel" means Scott Ernest Wheeler and Justin A. Wheeler of The
19 Wheeler Law Firm, APC.

20 5. "Complaint" means the operative complaint on file in this Action, filed on January
21 22, 2025.

22 6. "Court" means Superior Court of the State of California, for the County of
23 Sacramento.

24 7. "Defendants" means Tres Hermanos Y Amigo 1, LLC; Tres Hermanos Y Amigo
25 2, LLC; and Tres Hermanos Y Amigo 3, LLC.

26 8. "Effective Date" means the date on which the Superior Court's Order and
27 Judgment approving the Settlement is entered by the Court.

28 9. "Enhancement Payment" means the amount that the Court authorizes to be paid

1 to the named Plaintiff, in recognition of her efforts and risks in assisting with the prosecution of
2 the Action. Subject to the Court granting approval of the Settlement, the Parties agree that the
3 named Plaintiff shall be paid up to Six Thousand Dollars and Zero Cents (\$6,000.00). The
4 Enhancement Payment will be paid from the Gross Settlement Amount. It is understood by
5 Plaintiff that the Court has final discretion as to the approval and payment of any Enhancement
6 Payment.

7 10. "Gross Settlement Amount" means the gross amount of Eighty Thousand Dollars
8 and Zero Cents (\$80,000.00) to be paid by Defendants as provided by this Agreement to fully
9 and finally settle, resolve, and conclude this Action as to Released Parties, as providing under
10 this Agreement, without any admission of fault or liability. The Gross Settlement Amount
11 includes all Individual Settlement Payments to Aggrieved Employees, payment to the LWDA,
12 Settlement Administration Costs, Attorneys' Fees and Costs, 1542 Release Payment and the
13 Enhancement Payment to Plaintiff.

14 11. "Individual Settlement Payment" means the amount payable from the Net
15 Settlement Fund to each Aggrieved Employee.

16 12. "Order and Judgment" means the Court's Order granting approval of the PAGA
17 Settlement and entering Judgment, in the form substantially similar to that attached to this
18 Agreement as **Exhibit A**.

19 13. "Net Settlement Fund" means the balance of the Gross Settlement Amount
20 remaining after deduction of the approved Enhancement Payment to Plaintiff, Attorneys' Fees
21 and Costs, and Settlement Administration Costs.

22 14. "PAGA Period" means the period of October 18, 2023, to January 31, 2026.

23 15. "Parties" means Plaintiff and Defendants, together.

24 16. "Plaintiff" means Karolina Jeorge.

25 17. "PAGA Released Claims" shall mean: All claims for statutory penalties released
26 by Plaintiff that were or could have been sought by the Labor Commissioner for the violations
27 identified in Plaintiff's pre-filing letter to the LWDA dated October 18, 2024 and the operative
28 Complaint.

1 18. “Released Parties” means Defendants and Defendants’ parent corporations,
2 subsidiaries, divisions, affiliates, partners, shareholders, members, landlords, licensees, lessors,
3 insurers, reinsurers, representatives, predecessors, successors, assigns, transferees, heirs,
4 executors, administrators, agents, employees, officers, directors and attorneys.

5 19. “Settlement Administration Costs” means the fees and expenses reasonably
6 incurred by the Settlement Administrator as a result of the procedures and processes expressly
7 required for completion of the Settlement and by this Agreement, which are estimated at Five
8 Thousand Dollars and Zero Cents (\$5,000.00). Any portion of the Settlement Administration
9 Costs not used or approved by the Court shall be added to the Net Settlement Fund.

10 20. “Settlement Administrator” means Phoenix Settlement Administrators.

11 **C. PAYMENT OF CONSIDERATION**

12 1. Settlement Consideration. Defendants shall pay the Gross Settlement Amount as
13 specified in this Agreement, which shall be used to pay: (1) Attorneys’ Fees and Costs; (2)
14 Enhancement Payment; (3) 1542 Individual Release Payment; (4) Settlement Administration
15 Costs; and (5) payment to the LWDA. The Parties agree that this is a non-reversionary Settlement
16 and that no portion of the Gross Settlement Amount shall revert to Defendants. Payment shall be
17 made to the Settlement Administrator for disbursement in accordance with this Agreement and
18 the Order and Judgment approving the PAGA Settlement. Except as set forth in paragraph C.2
19 herein, under no circumstances shall Defendants be responsible under this Settlement for
20 payment of more than the Gross Settlement Amount.

21 2. Pay Periods. The Gross Settlement Amount was calculated with, and is premised
22 on, Aggrieved Employees working 4,929 compensable pay periods in California during the
23 PAGA Period (“Affected Pay Periods”).

24 3. Funding of the Gross Settlement Amount. In exchange for the releases,
25 obligations, and promises set forth in this Agreement (and subject to the terms and conditions
26 contained in this Agreement), no later than thirty (30) calendar days after the Effective Date and
27 receipt by Defendants of wire or payment instructions and a completed Form W-9 from the
28 Settlement Administrator, Defendants shall begin funding of the Gross Settlement Amount by

transmitting the Gross Settlement Amount to the Settlement Administrator by wire or as otherwise instructed by the Settlement Administrator. No later than thirty (30) calendar days after the Effective Date and receipt by Defendants of wire or payment instructions and a completed Form W-9 from the Settlement Administrator, Defendants shall make an initial payment in the amount of Twenty-six Thousand, Six Hundred and Sixty-seven Dollars and Zero Cents (\$26,667.00). No later than thirty (30) calendar days after the initial payment to the Gross Settlement Amount by Defendants becomes due, Defendants shall make a second payment, in the amount of Twenty-six Thousand, Six Hundred and Sixty-seven Dollars and Zero Cents (\$26,667.00). No later than thirty (30) calendar days after the second payment to the Gross Settlement Amount by Defendants becomes due, Defendants shall make a third and final payment, in the amount of Twenty-six Thousand, Six Hundred and Sixty-six Dollars and Zero Cents (\$26,666.00). Any interest that is earned on the Gross Settlement Amount shall be allocated to the Net Settlement Fund. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

4. Allocation of the Net Settlement Fund. The Net Settlement Fund shall be used to satisfy Individual Settlement Payments to Aggrieved Employees and payment to the LWDA in accordance with the terms of this Agreement. The Net Settlement Fund is the maximum amount that will be available for distribution to the LWDA and Aggrieved Employees in full satisfaction of all Released Claims. Pursuant to PAGA, sixty-five percent (65%) of the Net Settlement Fund will be paid to the LWDA, and the remaining thirty-five percent (35%), will be paid to all Aggrieved Employees ("Net PAGA Payment").

5. Calculation of Individual Settlement Payments. The Settlement Administrator shall calculate the Individual Settlement Payments by dividing the Net PAGA Payment by the total number of Affected Pay Periods. That value will then be multiplied by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. Aggrieved Employees are entitled to 100% of the Net PAGA Payment.

6. Tax Treatment of Individual Settlement Payment. All Individual Settlement

1 Payments shall be allocated 100% as penalties. The amount of payments shall be reported on an
2 IRS Form 1099 (to the extent required by law) by the Settlement Administrator and shall not be
3 subject to local, state or federal tax withholdings.

4 7. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as
5 referenced herein will not be utilized to calculate any additional benefits under any benefit plans
6 to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing
7 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
8 plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
9 Agreement will not affect any rights, contributions, or amounts to which any Covered Employee
10 may be entitled under any benefit plans.

11 8. Enhancement Payment. Defendants agree not to oppose or impede any
12 application or motion by Plaintiff for an Enhancement Payment of up to Six Thousand Dollars
13 and Zero Cents (\$6,000) to the named Plaintiff. The Enhancement Payment shall be paid from
14 the Gross Settlement Amount, and shall be paid in addition to Plaintiff's Individual Settlement
15 Payment as an Aggrieved Employee. It is understood by Plaintiff that the Court has final
16 discretion in any Enhancement Payment. The Settlement Administrator shall issue an IRS Form
17 1099 to Plaintiff reflecting the Enhancement Payment. Plaintiff shall be solely and legally
18 responsible to pay any and all applicable taxes on her Enhancement Payment and shall hold
19 harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result
20 of the Enhancement Payment. Any portion of the Enhancement Payment not awarded to Plaintiff
21 shall be added to the Net Settlement Fund and shall be distributed to Aggrieved Employees as
22 provided in this Agreement.

23 9. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiff may have for
24 attorneys' fees, litigation costs, and expenses arising out of the Action, Defendants agree that
25 Plaintiff's Counsel may apply to the Court for an amount of reasonable attorneys' fees not to
26 exceed Twenty-six Thousand, Six Hundred and Forty Dollars and Zero Cents (\$26,640.00) and
27 will request actual costs, up to a maximum of Nineteen Thousand Dollars and Zero Cents
28 (\$19,000) ("Attorneys' Fees and Costs"), pursuant to PAGA, which provides for the recovery of

attorneys' fees and costs, which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel reflecting the awarded attorneys' fees, costs, and expenses. The Parties understand that the Court makes the final determination on the award of Attorneys' Fees and Costs, and that any portion of these amounts not awarded as Attorneys' Fees and Costs shall be added to the Net Settlement Fund and distributed to Aggrieved Employees and LWDA as provided in this Agreement.

10. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at \$5,000. These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuance of Form 1099 IRS forms, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Fund and shall be distributed to Aggrieved Employees and the LWDA as provided in this Agreement.

D. ADMINISTRATION OF SETTLEMENT

1. Approval of PAGA Settlement. Plaintiff's Counsel shall request the entry of an order and judgment granting approval of the Settlement pursuant to the terms of this Stipulation for Settlement and Release, which shall include findings and orders: (i) approving the Settlement, (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the State of California, (iii) reciting the release terms, (iv) directing that the Settlement's terms and provisions be carried out; (v) entering final judgment in accordance with this Agreement and without further fees or costs to any party except as expressly set forth in this Agreement; and (vi) retaining jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders. Plaintiff's motion shall be unopposed by Defendants, unless Plaintiff's approval motion seeks relief inconsistent with or not specified by this Agreement. In such event, Defendants reserve the right to address any assertions that are not consistent with this Agreement.

2. Settlement Administration. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and

1 expenses incurred in the administration of the Settlement. The Settlement Administrator shall
2 provide the following services:

- 3 a. Calculate the Individual Settlement Payment to be paid to each Covered
4 Employee in accordance with the terms and provisions of this Agreement;
- 5 b. Print and issue Individual Settlement Payment checks;
- 6 c. Verify the last known address for each Covered Employee through a
7 generally utilized, national address update database prior to mailing the
8 Individual Settlement Payment check;
- 9 d. Disburse any awards of costs and attorneys' fees;
- 10 e. Prepare and issue 1099 Forms; and
- 11 f. Perform such other tasks necessary to effectuate the terms of this
12 Agreement or as the Parties mutually agree or the Court orders the Parties
13 to perform.

14 3. Delivery of the Covered Employee List and Data. Within ten (10) calendar days
15 after the Effective Date, Defendants shall make their best good faith attempt to provide the
16 Settlement Administrator with a Microsoft Office Excel spreadsheet that includes each
17 Aggrieved Employees full name; employee number; most recent mailing address; social security
18 number; and number of Compensable Pay Periods worked by the employee during the PAGA
19 Period. All information provided by Defendants to the Settlement Administrator shall remain
20 confidential and will not be disclosed to any person except as reasonably necessary for the
21 Settlement Administrator to carry out its duties, or pursuant to Defendants' express written
22 authorization or by order of the Court in the Action.

23 4. Timing of Distribution. Within fourteen (14) calendar days after the payment of
24 the entire Gross Settlement Amount, the Settlement Administrator shall initiate payments to: (a)
25 Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d)
26 Plaintiff's Counsel. The Settlement Administrator will issue the appropriate tax forms for all
27 payments issued under this Settlement.

28 5. Mailing of Individual Settlement Payments to Aggrieved Employees:

1 a. When making payments to the Aggrieved Employees as provided for in
2 this Agreement, the Settlement Administrator will mail to each Aggrieved Employee, via first-
3 class United States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish,
4 attached as **Exhibit B**; and (b) their Individual PAGA Payment (collectively, the “PAGA
5 Packet”).

6 b. Prior to mailing, the Settlement Administrator will update all addresses
7 using the National Change of Address System (NCOA). In the event that a PAGA Packet is
8 returned to the Settlement Administrator with a forwarding address, the Settlement Administrator
9 will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is
10 provided, then the Settlement Administrator will promptly conduct a “standard search,”
11 sometimes called, “Skip Trace” or “Credit Header” searches, to locate a better address. If a better
12 address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better
13 address is not found or the PAGA Packet is ultimately returned without a forwarding address,
14 neither the Settlement Administrator, Defendants, Defense Counsel, Plaintiff’s Counsel or named
15 Plaintiff shall be required to take further action.

16 c. Aggrieved Employees shall have 180 calendar days after the date the
17 PAGA Packet is mailed to them to cash their settlement payment checks. If any Covered
18 Employee’s check is not cashed within that period, the settlement payment check will be voided
19 and a stop-payment will be issued. Neither Defendants, Defendants’ counsel, Plaintiff, nor
20 Plaintiff’s Counsel will have any liability for lost or stolen settlement payment checks, forged
21 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
22 or failure to timely cash a settlement payment check within the 180-day period.

23 d. Any unpaid cash residue or unclaimed Covered Employee funds, plus any
24 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
25 delivered to the State of California Controller’s Office in the name of the aggrieved employee.

26 6. Additional PAGA Pay Periods. It is currently estimated that Aggrieved
27 Employees will have worked 4,929 Pay Periods through January 9, 2026. Plaintiff will provide
28 Defendants with ten (10) days notice of her intent to file a Motion for Approval of the PAGA

1 Settlement or Stipulation and Order Requesting Approval of the PAGA Settlement. In the event
2 the actual total number of pay periods exceeds 5,274, the Gross Settlement Amount may be
3 increased on a pro rata basis according to the number of additional PAGA Pay Periods worked
4 by all Aggrieved Employees in excess of 5,274 (7%).

5 7. Notice to LWDA.

6 a. Plaintiff's Counsel shall be responsible for submitting the final executed
7 Agreement and moving papers in support of Court approval to the LWDA upon filing with the
8 Court pursuant to Labor Code section 2699, but in no event less than three (3) days after this
9 Stipulation for Settlement and Release, and the application or motion thereon is filed. (Plaintiff
10 represents that she has submitted a file-stamped copy of the Complaint to the LWDA pursuant
11 to Labor Code section 2699(l)(1).

12 b. Plaintiff shall further be responsible for submitting a copy of any order or
13 judgment providing for or denying an award of civil penalties under PAGA, including any order
14 and judgment approving this Settlement, to the LWDA within ten (10) days after entry of the
15 judgment or order pursuant to Labor Code section 2699.

16 E. RELEASE OF CLAIMS

17 1. Release of Claims by Plaintiff on behalf of the State of California. Upon the
18 payment of the Gross Settlement Amount by Defendants, Plaintiff on behalf of the State of
19 California, shall be deemed to have fully and finally released and discharged the Released Parties
20 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
21 attorneys' fees, damages, action or causes of action contingent or accrued for, during the time
22 period from October 18, 2023, through January 31, 2026, arising out of the PAGA claim asserted
23 in the operative complaint and the LWDA letter based upon the following: 1) failure to provide
24 meal periods; 2) failure to provide rest periods, 3) failure to pay overtime wages, 4) failure to pay
25 minimum wages, 5) failure to timely pay wages during employment; 6) failure to pay all wages
26 due to discharged and quitting employees, 7) failure to furnish accurate itemized wage
27 statements, 8) failure to maintain required records; 9) failure to reimburse for necessary
28 expenditures incurred in the discharge of duties; 10) failure to provide suitable seating; and 11)

1 failure to implement a workplace violence prevention policy, as well as all facts, theories, or
2 claims for civil penalties that would be considered administratively exhausted under applicable
3 law by the LWDA Letter Plaintiff sent to the LWDA and subsequent complaint. This release
4 shall include, but is not limited to, a release for PAGA claims under California Labor Code
5 Sections 200-203, 204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
6 1197.1, 1198, 1199, 1775, 2802, 2699, 6401.7, 6401.9, and IWC Wage Order 5-2001, sections
7 3, 4, 6, 10, 11, 12, and corresponding sections of IWC Wage Order Nos. 17-2001, and any other
8 Wage Orders that are or may be applicable.

9 2. No Right to Opt-Out. The Parties agree there is no statutory right for any Covered
10 Employee to opt out or otherwise exclude himself or herself from the Settlement.

11 3. General Release and Waiver of Claims by Plaintiff. Plaintiff (on behalf of herself
12 and her spouse, heirs, executors, administrators, trustees, and/or permitted assigns) also agrees
13 to a general release of any and all claims against the Released Parties—which shall include
14 without limitation any and all claims which in any way relate to her employment with Defendants
15 or cessation thereof, under State or Federal law, in tort, common law, statute, contract, or equity,
16 whether pled in the Complaint or not, including but not limited to any claims under the FLSA,
17 Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare
18 Commission Wage Order—now existing or arising in the future, based on any act, omission,
19 event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof.

20 4. Waiver of Civil Code section 1542 In Support of Individual Payment. Plaintiff
21 (including expressly the Aggrieved Employees with respect to the Released Claims only)
22 expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights
23 and benefits of Section 1542 of the California Civil Code, which provides: “**A general release**
24 **does not extend to claims that the creditor or releasing party does not know or suspect to**
25 **exist in his or her favor at the time of executing the release and that, if known by him or**
26 **her, would have materially affected his or her settlement with the debtor or released party.”**
27 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and
28 complete release and discharge of all of the claims released herein, Plaintiff (including the

Aggrieved Employees with respect to the Released Claims only) expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all claims released herein which Plaintiff does not know or suspects to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such claims. Neither Plaintiff nor the Aggrieved Employees are releasing their respective claims or vested rights to any Employee Stock Option Plan ("ESOP") or similar plan as a result of employment with Defendants.

5. No Additional Attorneys' Fees or Costs. The Parties agree to bear their own attorneys' fees and costs related to this Action except as specifically provided in this Agreement.

F. MISCELLANEOUS

1. Tax Liability. Defendants, Defense Counsel, the Settlement Administrator, and Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, Plaintiff's Counsel, or by the Settlement Administrator in this regard. Plaintiff and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendants, Defense Counsel, Plaintiff's Counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

2. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT

CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

3. Confidentiality. Plaintiff represents and agrees that she has not and will not disclose or publish the existence of this Agreement through the news media, social media, websites, litigation reporting service or through any other means, except as reasonably necessary to obtain Court approval and administer the terms of the Settlement, or to enforce this Agreement. Plaintiff's counsel can use the existence of this matter and the Settlement for adequacy of counsel declarations in future actions.

4. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that Plaintiff has not transferred to any person or entity any right or

1 cause of action, or claim released by this Agreement.

2 5. Nullification of Settlement Agreement. In the event that the Court does not
3 approve the Settlement as provided herein, the Parties agree to meet and confer to address any
4 concerns the Court raises and determine whether resolution of the claims encompassed by the
5 Settlement can be obtained in a manner consistent with the Court's concerns. The Parties agree
6 to return to mediator Kelly Knight to assist in that process. If the Court does not grant approval
7 of the Settlement, and the Parties are not able to address any concerns the Court raises after
8 meeting and conferring, then the Settlement will be null and void and the Parties will be returned
9 to their original respective positions. However, a modification of amounts awarded to named
10 Plaintiff as an Enhancement Payment or to Plaintiff's counsel as attorney's fees and litigation
11 costs and expenses shall not be deemed a material modification of the Settlement.

12 6. Continued Jurisdiction. After entry of the judgment, the Court will have
13 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
14 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court
15 Approval matters as may be appropriate under court rules or as set forth in this Settlement.

16 7. Entire Agreement. This Settlement Agreement constitutes the entirety of the
17 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
18 deemed binding on the Parties.

19 8. Amendment or Modification. This Settlement Agreement may be amended or
20 modified only by a written instrument, signed by either the Parties or their successors-in-interest
21 or counsel for all Parties.

22 9. Cooperation. The Parties agree to cooperate jointly and to take all appropriate
23 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
24 its terms and to execute any other documents required to effectuate the terms of this Agreement.
25 The Parties and their counsel will cooperate with each other and use their best efforts to effect
26 the implementation of the Settlement. If the Parties are unable to reach agreement on the form or
27 content of any document needed to implement the Settlement, or on any supplemental provisions
28 that may become necessary to effectuate the terms of this Agreement, the Parties may seek the

assistance of the Court to resolve such disagreement.

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

11. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

12. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

13. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations.

14. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any immaterial provision of this Agreement is or becomes invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not be affected. Notwithstanding the foregoing, the releases contained herein shall not be deemed severed or deleted from this Agreement except upon waiver in writing by Defendants.

15. Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

1 17. Enforcement Action. In the event that one or more of the Parties institutes any
2 legal action or other proceeding against any other Party or Parties to enforce the provisions of
3 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
4 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
5 fees and costs incurred in connection with any enforcement actions.

6 18. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
7 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
8 strictly against one party than another merely by virtue of the fact that it may have been prepared
9 by counsel for one of the Parties, it being recognized that, because of the arm's-length
10 negotiations between the Parties, all Parties have contributed to the preparation of this
11 Agreement.

12 19. Representation by Counsel. The Parties acknowledge that they have been
13 represented by counsel of their choosing throughout all negotiations that preceded the execution
14 of this Agreement, and that this Agreement has been executed with the consent and advice of
15 counsel, and reviewed in full.

16 20. Binding Agreement. The Parties warrant that they understand and have full
17 authority to enter into this Settlement, and further intend that this Agreement will be fully
18 enforceable and binding on all Parties, and agree that it will be admissible and subject to
19 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
20 provisions that otherwise might apply under federal or state law.

21 21. Denial of Liability. The Parties expressly recognize that the making of this
22 Agreement does not in any way constitute an admission or concession of wrongdoing on the part
23 of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor
24 any statements, discussions or communications, nor any materials prepared, exchanged, issued
25 or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing
26 constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral,
27 administrative, investigative or other forum or proceeding, as evidence of any violation of any
28 federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any

obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith, including, without limitation, by Defendants should any party seek relief against any of the Released Parties on any claims released herein.

IN WITNESS WHEREOF, the undersigned Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATE: 5/4/2026

Firmado por:

70B4037073B4412...

By: Karolina George

TRES HERMANOS YAMIGO 1, LLC

DATE:

By: Collin Wong
Authorized signer on behalf of Defendant

TRES HERMANOS YAMIGO 2, LLC

DATE:

By: Collin Wong
Authorized signer on behalf of Defendant

TRES HERMANOS YAMIGO 3, LLC

DATE:

By: Collin Wong
Authorized signer on behalf of Defendant

1 obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be
2 used in any proceeding in the Court that has as its purpose the interpretation, implementation, or
3 enforcement of the Settlement or any orders or judgments of the Court entered into in connection
4 therewith, including, without limitation, by Defendants should any party seek relief against any
5 of the Released Parties on any claims released herein.

6 **IN WITNESS WHEREOF**, the undersigned Parties and their duly authorized
7 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
8 and with a full understanding of its consequences.

9 DATE:

10
11 By: Karolina George

12
13 TRES HERMANOS YAMIGO 1, LLC

14 DATE: Apr 28, 2026

15 By: 
16 Collin Wong (Apr 28, 2026 10:40:13 PDT)
17 Authorized signer on behalf of Defendant

18 TRES HERMANOS YAMIGO 2, LLC

19 DATE: Apr 28, 2026

20 By: 
21 Collin Wong (Apr 28, 2026 10:40:13 PDT)
22 Authorized signer on behalf of Defendant

23 TRES HERMANOS YAMIGO 3, LLC

24 DATE: Apr 28, 2026

25 By: 
26 Collin Wong (Apr 28, 2026 10:40:13 PDT)
27 Authorized signer on behalf of Defendant
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TRES HERMANOS YAMIGO 4, LLC

DATE: Apr 28, 2026

By: 
Collin Wong (Apr 28, 2026 10:40:13 PDT)
Collin Wong
Authorized signer on behalf of Defendant

APPROVED AS TO FORM ONLY:

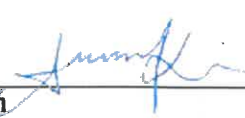
DATE: _____ THE WHEELER LAW FIRM, APC

Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the other Aggrieved
Employees

O'HAGAN MEYER LLP

DATE: ___April 28, 2026___



Sumy Kim

Attorneys for Defendants, TRES HERMANOS Y
AMIGO 1, LLC; TRES HERMANOS Y AMIGO 2,
LLC; TRES HERMANOS Y AMIGO 3, LLC; and
TRES HERMANOS YAMIGO 4, LLC

TRES HERMANOS YAMIGO 4, LLC

DATE:

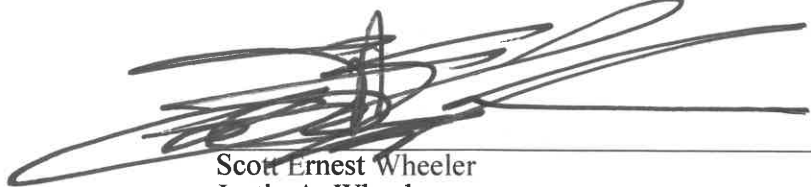
By:

Collin Wong
Authorized signer on behalf of Defendant

APPROVED AS TO FORM ONLY:

DATE: 5/4/2026

THE WHEELER LAW FIRM, APC



Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the other Aggrieved
Employees

O'HAGAN MEYER LLP

DATE:

Sumy Kim

Attorneys for Defendants, TRES HERMANOS Y
AMIGO 1, LLC; TRES HERMANOS Y AMIGO 2,
LLC; TRES HERMANOS Y AMIGO 3, LLC; and
TRES HERMANOS YAMIGO 4, LLC

EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

KAROLINA JEORGE, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

v.

TRES HERMANOS Y AMIGO 1, LLC, a
California limited liability company; TRES
HERMANOS Y AMIGO 2, LLC, a
California limited liability company; TRES
HERMANOS Y AMIGO 3, LLC, a
California limited liability company; TRES
HERMANOS Y AMIGO 4, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.:25CV001913

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT,
ATTORNEY’S FEES AND COSTS AND
SERVICE AWARD**

1 **[PROPOSED] FINAL ORDER AND JUDGMENT**

2 Plaintiff Karolina George's unopposed Motion for Approval of the Private Attorneys
3 General ("PAGA") Settlement came on for hearing on _____, at _____ a.m. before
4 the Honorable _____ of the above-entitled Court. The Court has considered
5 the proposed the Stipulation for Settlement and Release Under The Private Attorneys General act,
6 California Labor Code §2698, Et Seq. ("Settlement Agreement"), and all evidence filed in support
7 thereof. This Order and Judgment incorporates the following defined terms.

8 **DEFINED TERMS**

9 1. "Operative Complaint" means Plaintiff's PAGA Complaint filed by Plaintiff in
10 this action (the "Action") on January 22, 2025.

11 2. "LWDA Notice" means the October 18, 2024, letter submitted by Plaintiff to the
12 Labor and Workforce Development Agency (LWDA) notifying the LWDA of alleged California
13 Labor Code violations by Defendants, Tres Hermanos Y Amigo 1, LLC; Tres Hermanos Y
14 Amigo 2, LLC; Tres Hermanos Y Amigo 3, LLC; Tres Hermanos Y Amigo 4, LLC
15 ("Defendants").

16 3. "Aggrieved Employee(s)" means all non-exempt, hourly employees who performed
17 work for Defendants at any time from October 18, 2023, to January 31, 2026.

18 4. "PAGA Representative Claims" means and all claims, debts, liabilities, demands,
19 obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action
20 contingent or accrued for, during the time period from October 18, 2023, through January 31,
21 2026, arising out of the PAGA claim asserted in the operative complaint and the LWDA letter
22 based upon the following: 1) failure to provide meal periods; 2) failure to provide rest periods, 3)
23 failure to pay overtime wages, 4) failure to pay minimum wages, 5) failure to timely pay wages
24 during employment; 6) failure to pay all wages due to discharged and quitting employees, 7)
25 failure to furnish accurate itemized wage statements, 8) failure to maintain required records; 9)
26 failure to reimburse for necessary expenditures incurred in the discharge of duties; 10) failure to
27 provide suitable seating; and 11) failure to implement a workplace violence prevention policy, as
28 well as all facts, theories, or claims for civil penalties that would be considered administratively
exhausted under applicable law by the LWDA Letter Plaintiff sent to the LWDA and subsequent
complaint. This release shall include, but is not limited to, a release for PAGA claims under

1 California Labor Code Sections 200-203, 204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558,
2 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 1775, 2802, 2699, 6401.7, 6401.9, and IWC Wage
3 Order 5-2001, sections 3, 4, 6, 10, 11, 12, and corresponding sections of IWC Wage Order Nos.
4 17-2001, and any other Wage Orders that are or may be applicable.

5 5. "PAGA Settlement" or "Settlement" means the settlement of the Action as
6 memorialized in the Settlement Agreement.

7 6. "PAGA Release Period" means October 18, 2023, to January 31, 2026.

8 **TERMS OF THE ORDER AND JUDGMENT**

9 The Court has determined that the Settlement provides genuine and meaningful relief that
10 benefits the public, is fair, adequate, reasonable, and otherwise being fully informed and good cause
11 appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 1. Unless otherwise provided herein, all capitalized terms used herein shall have the
13 same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject
14 matter of this lawsuit and all matters relating thereto, and over all parties to the action.

15 2. The Court finds that the Settlement has been reached as a result of serious and non-
16 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
17 procedural history of this case, the amounts to be paid under the Settlement, the involvement of an
18 experienced private mediator to facilitate the Settlement, the risks of continued litigation that
19 Plaintiff would face, the civil penalties recoverable if Plaintiff was to prevail at trial on her theories
20 of liability under her PAGA claim, the allocation of settlement proceeds among the PAGA
21 Employees, and the fact that a settlement represents a compromise of the Parties' respective
22 positions rather than the result of a finding of liability at trial.

23 3. The Court hereby finds the Settlement involves the resolution of a bona fide dispute,
24 was entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the
25 Settlement provides genuine and meaningful relief that benefits the public consistent with the
26 purpose of the Private Attorneys General Act of 2004, California Labor Code § 2699 *et seq.*

27 4. The Court therefore approves the Settlement as set forth in the Settlement
28 Agreement and directs the Parties to effectuate the Settlement according to the terms set forth in
the Settlement Agreement.

5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement

1 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
2 allegations alleged in the Action or otherwise, nor is this Order a finding of the validity of any
3 claims in the Action, or of any wrongdoing by the Defendants, or any of the other Released Parties.

4 6. The Court finds that Plaintiff's Counsel has adequately represented the Plaintiff, the
5 PAGA Employees, and the LWDA for purposes of entering into and implementing the Settlement.

6 7. The Court finds that the Settlement, and in particular the Gross Settlement Amount
7 ("GSA") of \$80,000 total to be distributed as set forth herein and in the Settlement Agreement, is
8 in all respects fair, reasonable, and adequate and is hereby approved. *See* California Labor Code §
2699(1)(2).

9 8. Pursuant to the terms of the Settlement, Administration Costs in the amount of
10 \$ [REDACTED] which are necessary to administer the Settlement, are hereby granted and shall be paid to
11 Phoenix Settlement Administrators, the designated third-party Settlement Administrator.

12 9. Pursuant to the terms of the Settlement, the requested attorneys' fees in the amount
13 of \$26,640 are reasonable under the common fund method and the lodestar method. The GSA of
14 a total of \$80,000 represents a true and common fund, as Defendants must pay the full GSA and
15 no amount of the GSA will return to Defendants under any circumstances

16 10. The Court also finds that the requested attorneys' fees are reasonable under the
17 lodestar method, or as a crosscheck on the percentage fee. Plaintiff's counsel's lodestar exceeds
18 the attorneys' fees amount of \$26,640. In fact, the fee award amounts to an implied negative
multiplier on Plaintiff's counsel's lodestar.

19 11. The Court further finds that Plaintiff's counsel's requested litigation costs of
20 \$ [REDACTED] are reasonable and were necessary to prosecute the action.

21 12. Accordingly, and consistent with California Labor Code § 2699(g)(1), which
22 authorizes an award of attorneys' fees and costs, the requested attorneys' fees in the amount of
23 \$26,640 and litigation costs in the amount of \$ [REDACTED] are hereby granted and shall be paid to
24 The Wheeler Law Firm, APC pursuant to the terms of the Settlement.

25 13. Pursuant to the terms of the Settlement, a enhancement award to Plaintiff in the
26 amount of \$6,000 in recognition of her efforts in prosecuting this action for the benefit of the State
27 of California and Aggrieved Employees, and Plaintiff's broad general release of all of her
28 individual claims against Defendants, is hereby granted and shall be paid to Plaintiff.

1 14. After deducting Settlement Administration Costs, Attorneys' Fees and Costs, and
2 the Service Awards from the GSA, the remainder of \$ [REDACTED], consistent with California
3 Labor Code § 2699(i), shall be allocated sixty-five percent (65%) to the LWDA and thirty-five
4 percent (35%) to Aggrieved Employees. Accordingly, \$ [REDACTED] shall be paid to the LWDA,
5 and \$ [REDACTED] shall be paid to Aggrieved Employees. The payments to the Aggrieved
6 Employees will be paid proportionally based on the number of pay periods that each individual
7 employee worked for Defendants during the PAGA Release Period.

8 15. As of the Effective Date, Plaintiff on behalf of the State of California, shall be
9 deemed to have fully and finally released and discharged the Released Parties from any and all
10 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
11 damages, action or causes of action contingent or accrued for, during the time period from October
12 18, 2023, through January 31, 2026, arising out of the PAGA claim asserted in the operative
13 complaint and the LWDA letter based upon the following: 1) failure to provide meal periods; 2)
14 failure to provide rest periods, 3) failure to pay overtime wages, 4) failure to pay minimum wages,
15 5) failure to timely pay wages during employment; 6) failure to pay all wages due to discharged
16 and quitting employees, 7) failure to furnish accurate itemized wage statements, 8) failure to
17 maintain required records; 9) failure to reimburse for necessary expenditures incurred in the
18 discharge of duties; 10) failure to provide suitable seating; and 11) failure to implement a workplace
19 violence prevention policy, as well as all facts, theories, or claims for civil penalties that would be
20 considered administratively exhausted under applicable law by the LWDA Letter Plaintiff sent to
21 the LWDA and subsequent complaint. This release shall include, but is not limited to, a release for
22 PAGA claims under California Labor Code Sections 200-203, 204, 210, 225.5, 226, 226.3, 226.7,
23 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 1775, 2802, 2699, 6401.7, 6401.9,
24 and IWC Wage Order 5-2001, sections 3, 4, 6, 10, 11, 12, and corresponding sections of IWC Wage
25 Order Nos. 17-2001, and any other Wage Orders that are or may be applicable.

26 16. Neither this Order nor the Settlement Agreement (nor any other document referred
27 to herein, nor any action taken to carry out this Order) may be construed as, or may be used as, an
28 admission or concession by or against Defendants or the Released Parties of the validity of any
29 claim or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the
30 Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered

1 as, or deemed evidence of, an admission or concession as to Defendants' denials or defenses and
2 shall not be offered or received in evidence in any action or proceeding against any party hereto in
3 any court, administrative agency or other tribunal for any purpose whatsoever, except as evidence
4 of the Settlement or to enforce the provisions of this Order and the Settlement Agreement; provided,
5 however, that this Order and the Settlement Agreement may be filed in any action against or by
6 Defendants' or the Released Parties to support a defense of res judicata, collateral estoppel, release,
7 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory
8 of claim preclusion, issue preclusion or similar defense or counterclaim.

9 17. Judgment in this matter is entered in accordance with the terms of the Settlement
10 Agreement, and Approval Order. This judgment is intended to be a final disposition of the above
11 captioned action in its entirety and is intended to be immediately appealable.

12 18. All envelopes transmitting settlement distribution to Aggrieved Employees shall
13 bear the notation, **"YOUR PAGA SETTLEMENT CHECK IS ENCLOSED."**

14 19. As set forth in the Settlement Agreement, all settlement checks shall be negotiable
15 for One Hundred and Eighty (180) days from the date of mailing.

16 20. Phoenix Settlement Administrators shall post the Operative Complaint, Notice
17 Packet, and Final Order and Judgment on its website for One-Hundred and Twenty (120) Days.

18 21. Phoenix Settlement Administrators shall mail a reminder postcard to any
19 Aggrieved Employee whose settlement distribution check has not been negotiated within sixty
20 (60) days after the date of mailing.

21 22. If any Aggrieved Employee who is a current employee of Defendants and the
22 distribution mailed to that Aggrieved Employee is returned to Phoenix Settlement Administrators
23 as being undeliverable, and Phoenix Settlement Administrators is unable to locate a valid mailing
24 address, Phoenix Settlement Administrators shall arrange with Defendants to have distribution
25 delivered to any currently employed Aggrieved Employee at their place of employment.

26 23. If a settlement check is not cashed, deposited, or otherwise negotiated within the
27 one hundred and eighty (180) day deadline by an Aggrieved Employee, the check will be voided,
28 and the funds associated with any such voided checks shall be remitted in the name of the
Aggrieved Employee to the State of California Controller's Unclaimed Property division.

24. Upon the Effective Date, Plaintiff and the State of California, shall have, by

1 operation of this Order and Judgment, fully, finally, and forever released, relinquished, and
2 discharged Defendants from all PAGA Released Claims as defined by the terms of the Settlement
3 Agreement.

4 25. This Court shall retain jurisdiction with respect to all matters related to the
5 administration and consummation of the Settlement, to enforce the terms of the judgment, and
6 any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit,
7 including but not limited to all matters related to the Settlement and the determination of all
8 controversies relating thereto.

9 26. Counsel for Plaintiff shall file a Notice of Entry of Order and Judgment Granting
10 Approval of the Settlement pursuant to PAGA, and provide the same to Phoenix Settlement, who
11 shall post the Order and Judgment on its website within seven (7) calendar days after entry of the
12 Order and Judgment. Phoenix Settlement Administrators shall post a copy of this signed
13 judgment for one hundred and eighty (180) calendar days on its website in compliance with Rule
14 3.771(b) of the California Rules of Court in order to provide notice to the Aggrieved Employees
15 this Order and Judgment. Phoenix Settlement Administrators shall also provide a mailed copy of
16 the Notice of Entry of Order and Judgment to the Aggrieved Employees.

17 27. A final accounting status conference regarding the status of settlement
18 administration shall take place on _____ at _____.m., in Department _____. The
19 final report from Phoenix Settlement Administrators Re: Status of Settlement Administration
20 shall be filed at least ten (10) days prior to the hearing. The report shall be in the form of a
21 Declaration from the Settlement Administrator, by a declarant with personal knowledge of the
22 facts, and describes: (i) the date the checks were mailed, (ii) the total number of checks mailed to
23 Aggrieved Employees, (iii) the average amount of those checks, (iv) the number of checks that
24 remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the
25 uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

26 28. Plaintiff's Motion for Approval of the Settlement Pursuant to the Private
27 Attorneys General Act ("PAGA") is hereby granted and the Court directs that a judgment shall be
28 entered in accordance with the terms of this Order.

29 Judgment in this matter is entered in accordance with the terms of the Settlement
Agreement against Defendants in favor of Plaintiff, the State of California and Aggrieved

1 Employees.

2 30. This document shall constitute a Judgment for purposes of California Rule of
3 Court 3.769(h). This Judgment is intended to be a final disposition of the above captioned action
4 in its entirety and is intended to be immediately appealable.

5 31. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
7 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
8 but not limited to all matters related to the Settlement and the determination of all controversies
9 relating thereto, pursuant to Code of Civil Procedure, §664.6 and California Rules of Court, Rule
10 3.769(h).

11 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

12 DATED: _____

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14 _____
15 HONORABLE LAURI A. DAMRELL
16 JUDGE OF THE SUPERIOR COURT
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EXHIBIT B

EXHIBIT B

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>>

George Karolina, on behalf of the State of California v. Tres Hermanos Y Amigo 1, LLC; Tres Hermanos Y Amigo 2, LLC; Tres Hermanos Y Amigo 3, LLC; and Tres Hermanos Y Amigo 4, LLC, Sacramento County Superior Court, Case No.: 25CV001913

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *George Karolina, on behalf of the State of California v. Tres Hermanos Y Amigo 1, LLC; Tres Hermanos Y Amigo 2, LLC; Tres Hermanos Y Amigo 3, LLC; and Tres Hermanos Y Amigo 4, LLC, Sacramento County Superior Court, Case No.: 25CV001913* (the “Action”).

This Notice relates to the settlement of the Action filed by Plaintiff Karolina George (“Plaintiff”) against *Tres Hermanos Y Amigo 1, LLC; Tres Hermanos Y Amigo 2, LLC; Tres Hermanos Y Amigo 3, LLC; and Tres Hermanos Y Amigo 4, LLC* (“Defendants”).

Plaintiff and Defendants have settled the Action as a representative action under California’s Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”) on behalf of the State of California and all persons who are or were employed by Defendants as hourly paid, non-exempt employees in the State of California at any time from October 18, 2023, through January 31 2026 (the “PAGA Period”). A PAGA action is a lawsuit for civil penalties in which the State of California (the LWDA) receives 65% of any net settlement, and 35% of the net settlement is distributed amongst the employees. You have been identified as one of the individuals on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendants owed penalties under PAGA for alleged violations of the California Labor Code. More specifically, Plaintiff alleged Defendants violated the California Labor Code and Wage Orders for failure to: (1) provide meal periods, (2) provide rest periods, (3) pay overtime wages, (4) pay minimum wages, (5) pay all wages due to discharged and quitting employees, (6) provide itemized wage statements, (7) maintain required records, (8) reimburse employees for necessary expenditures incurred in the discharge of duties, (9) provide suitable seating, and (10) to implement a workplace violence prevention policy.

You are not releasing any individual Labor Code violations as a result of this settlement.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount the parties agreed to. The settlement provides for payment by Defendants in the amount of \$80,000 (“Gross Settlement Amount”). After deducting the

attorneys' fees (\$ _____), actual litigation costs (\$ _____), the service award to Plaintiff (\$ _____) and the Settlement Administrator's costs (\$ _____) from the Gross Settlement Amount, the remaining balance represents the Net Settlement Fund.

The Court has approved a Net Settlement Fund in the amount of \$ _____, consistent with California Labor Code § 2699(i), which shall be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees. Accordingly, \$ _____ shall be paid to the LWDA, and \$ _____ shall be paid to Aggrieved Employees who were allegedly affected by the Labor Code violations at issue in the case. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties. As such, you will be giving up or "releasing" Defendants from all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, during the time period from October 18, 2023, through January 31, 2026, arising out of the PAGA claim asserted in the operative complaint and the LWDA letter based upon the following: 1) failure to provide meal periods; 2) failure to provide rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum wages; 5) failure to timely pay wages during employment; 6) failure to pay all wages due to discharged and quitting employees; 7) failure to furnish accurate itemized wage statements; 8) failure to maintain required records; 9) failure to reimburse for necessary expenditures incurred in the discharge of duties; 10) failure to provide suitable seating; and 11) failure to implement a workplace violence prevention policy, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the LWDA Letter Plaintiff sent to the LWDA and subsequent complaint. This release shall include, but is not limited to, a release for PAGA claims under California Labor Code Sections 200, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 1775, 2802, 2699, 6401.7, 6401.9, and IWC Wage Order 5-2001, sections 3, 4, 6, 10, 11, 12, and corresponding sections of IWC Wage Order Nos. 17-2001, and any other Wage Orders that are or may be applicable.

Defendants maintains that they complied with the requirements of the California Labor Code and denies that it owes any penalties. In agreeing to this settlement, Defendants do not admit that it is liable in any way to current or former employees.

If you are a current employee, you will not be retaliated against by Defendants for cashing your check.

If you have questions about this notice, please contact the Settlement Administrator, [[redacted]] at [administrator phone number], or contact Plaintiff's counsel below:

The Wheeler Law Firm, APC
Scott Ernest Wheeler

Justin A. Wheeler
250 West First Street, Ste 216
Claremont, California 91711
Telephone: (909) 621-4988

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.