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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Diego Terrones, individually and on behalf of all similarly situated individuals,

Plaintiff,

v.

TRB, LLC d/b/a Tin Roof Bistro, a California limited liability company; **Simms Restaurants, LLC**, a California limited liability company; **Thomas M. Simms, Jr.**, an individual; and **Does 1-100**;

Defendants.

CASE NO. 24STCV32371

[Assigned for all purposes to the Hon. Daniel M. Crowley; Dept. 71]

JOINT STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Case Filed: December 9, 2024
Trial Date: Not Set

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STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

This Stipulation of Settlement and Release of PAGA Representative Action ("Agreement" or "Settlement Agreement" or "Stipulation") is made and entered into by and between Diego Torrones ("Plaintiff" or "Mr. Torrones"), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and TRB, LLC d/b/a Tin Roof Bistro ("TRB" or "Defendants") (with Plaintiff, the "Parties").

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the purpose of settlement of the lawsuit entitled *Terrones v. TRB, LLC d/b/a Tin Roof Bistro, et al.*, Los Angeles Superior Court Case No. 24STCV32371 (the "Lawsuit") on the following terms and conditions:

RECITALS

1. On October 3, 2024, Plaintiff Diego Torrones sent a PAGA letter to the LWDA regarding alleged violations of the Labor Code, and incorporated by reference a draft Complaint alleging violations of Labor Code §§ 226 and the applicable Wage Orders. On December 9, 2024, Plaintiff filed a Complaint with a cause of action for civil penalties pursuant to PAGA in Los Angeles County Superior Court alleging violations of Labor Code §§ 206 and the applicable Wage Orders against Defendants.

2. Defendants deny all of the allegations in the Lawsuit, and specifically the PAGA Representative Claims, and deny that it or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

3. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

4. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved Employees, the State of California through Plaintiff as a proxy, and Defendants on the other hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's

approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and that nothing herein is an admission of any liability or wrongdoing by Defendants. If, for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

5. Because this is not a settlement of a class action but a PAGA settlement on behalf of the State of California, no person can (a) object to the settlement after the Court's Approval Order is made, or (b) opt out from being covered by the release of PAGA claims at any time before or after the Approval Order is made.

6. The Parties agree to abide by the terms of the Settlement Agreement in good faith and to support the Settlement Agreement fully and to use their best efforts to defend this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

7. On May 23, 2025, the Parties participated in a mediation with Louis Marlin, Esq., a mediator in the field of employment law and wage-and-hour class actions (the "Mediator"). With the assistance of the Mediator, the Parties were able to reach agreement on the principal terms of a PAGA settlement, which have now been expanded upon in this Stipulation.

8. The settlement discussions before and during mediation were conducted at arm's length and the settlement of the Action is the result of an informed and detailed analysis of Defendants' potential liability in relation to the costs and risks associated with continued litigation.

9. Prior to entering into Settlement, Plaintiff's Counsel conducted a significant investigation during the prosecution of the Action. This investigation included, among other things, (a) numerous telephonic calls and written communications with Plaintiff; (b) inspection and analysis of payroll and timekeeping documents, and other information produced by Plaintiff and Defendants, including relevant policy documents, Plaintiff's complete personnel file, and representative wage statements for the Aggrieved Employees; (c) research of the applicable law with respect to the claims asserted in the Action and the

potential defenses thereto; (d) investigation into the viability of collective treatment of the claims asserted in the Action; (e) analysis of the legal positions taken by Defendants, including information sufficient to understand Defendants' potential defenses to Plaintiff's claims; (f); assembling and analyzing of data for calculating damages; and (g) preparing an in-house analysis and accounting of Defendants' exposure for civil penalties.

10. The informal discovery and investigation conducted in this matter, as well as discussions between counsel, have been adequate to give the Named Plaintiff and Plaintiff's Counsel a sound understanding of the merits of the Parties' positions and to evaluate the risks of continued litigation and the value of the Aggrieved Employees' claims. The information exchanged by the Parties through discovery and settlement discussions were sufficient to allow Class Counsel to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

11. Plaintiff and Plaintiff's Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, Plaintiff and Plaintiff's Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and appeals. Plaintiff's Counsel has taken into account: 1) the uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties and delays inherent in such litigation; and 4) the potential risk of trying the claims of the Aggrieved Employees. Plaintiff's Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action and litigation of those claims on a representative basis.

12. Based on their own independent investigation and evaluation, Plaintiff's Counsel has determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the PAGA Settlement Members. Plaintiff's Counsel believes that the Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the PAGA Settlement Members, and that an independent review of this Settlement Agreement by the Court will confirm this conclusion.

13. Based on the data and documents produced during informal discovery and in response to Plaintiff's Labor Code sections 226 and 1198.5 records request, and Plaintiff's Counsel's own independent investigation and evaluation, and the Mediator's efforts, Plaintiff's Counsel believes that Plaintiff's settlement with Defendant for the consideration provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the PAGA Settlement Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, the contested legal and factual issues involved, and potential appellate issues.

DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

14. "PAGA Settlement Member List" shall mean a complete list of all PAGA Settlement Members that TRB will diligently and in good faith compile from its records and provide to the Settlement Administrator no later than 5 calendar days after the entry of a Court Order approving the Settlement. The List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendants or its agents, PAGA Settlement Members' names; last-known addresses;; social security numbers; start dates of employment; end dates of employment; and TRB's best estimates of the number of weeks worked by each PAGA Settlement Member during the PAGA Period.

15. "Effective Date" means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; and (ii) the Court has granted approval of the Settlement.

16. "Approval Order" means the signed order of the Superior Court approving the Settlement and entering Judgment.

17. “Eligible Pay Period” means any pay period from October 3, 2023, through October 23, 2024.

18. “Initial Funding Date” means Defendant TRB shall fund the Settlement Fund Amount within thirty (30) days of Court approval of this Settlement. All installments shall be made into a Qualified Settlement Fund (“QSF”) set up by the settlement administrator.

19. “LWDA” means the California Labor and Workforce Development Agency.

20. “PAGA Representative Claims” means Plaintiff’s individual and non-individual PAGA claims for civil penalties based on alleged predicate violation of California Labor Code §§ 226 as set forth in the operative Complaint.

21. “PAGA Release Period” means the period from October 3, 2023 through October 23, 2024.

22. “PAGA Released Claims” shall mean the *limited* release being given by the State of California and PAGA Release Members for those claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, which are claims under PAGA for civil penalties arising under Labor Code §§ 226 under the applicable Wage Orders.

23. “PAGA Settlement” or “Settlement” means the settlement of the Lawsuit as memorialized in this Agreement.

24. “PAGA Settlement Members” shall mean all non-exempt employees of TRB who worked at least one shift in California from October 3, 2023 through October 23, 2024. Defendants represent that there are approximately 112 PAGA Settlement Members who worked 2,116 pay periods from the beginning of the PAGA Release Period through October 23, 2024. Plaintiff has relied upon this material representation in entering into this Settlement.

25. “Plaintiff’s Counsel” means Elliot J. Siegel of King & Siegel LLP and Michael Y. Yadegaran of Avenue Law APC.

26. “Released Parties” shall mean Defendants TRB, LLC d/b/a Tin Roof Bistro, Simms Restaurants, LLC and Thomas M. Simms, Jr. and their former, present and future

owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

27. "Settlement Administrator" means Simpluris, Inc., who provided the most cost-effective quote for administration.

28. "Notice" means the Notice of PAGA Payment, substantially in the form attached as **Exhibit A**.

29. "Order and Judgment" means the Court order granting approval of the Settlement in an order in substantially the same form as the order attached as **Exhibit B.**

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

30. Gross Settlement Amount. In consideration for the covenants, promises, waivers, and releases contained in this Agreement, and subject to Court approval, Defendant TRB shall pay the sum of $70,000.00 ("Gross Settlement Amount") in full and final settlement of the PAGA Representative Claims and the Lawsuit on or before the Funding Date. The Gross Settlement Amount is non-reversionary.

31. Escalator Clause. Defendants have represented that there are 2,116 pay periods worked by the Aggrieved Employees from the beginning of the PAGA Release Period through October 23, 2024. Plaintiff has relied upon this material representation in entering into this Settlement. Should the actual number of pay periods worked by the Aggrieved Employees from the beginning of the PAGA Release Period through October 23, 2024 increase by more than 10%, then, the Gross Settlement Amount will increase proportionally. For example, if the number is 11% higher, the gross settlement amount will be increased by 1%. In the alternative, the Defendants may elect to shorten the release period to stay within the 10% cushion. For the avoidance of doubt, if the Escalator Clause is triggered, the Attorney's Fees and Costs shall be based off the new gross settlement amount.

32. Attorney's Fees and Costs. Subject to Court approval, Defendants will not oppose Plaintiff's Counsel's request for fees up to one-third (1/3) of the Gross Settlement Amount, and for costs not to exceed $15,000, to be paid out of the GSA.

33. Plaintiff's Incentive Award. In recognition of his efforts and work in prosecuting the Action on behalf of the PAGA Settlement Members and in negotiating the Settlement, Defendants agree not to oppose or impede any application or motion for a PAGA Representative Enhancement Payment of up to a total of $10,000 to the Named Plaintiff, Diego Torrones, subject to the Court's approval. The PAGA Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, is in addition to the payment to which he is entitled as PAGA Settlement Member. The Named Plaintiff agrees to execute a general release of all claims, including a waiver of California Civil Code § 1542, against Defendants in exchange for his Enhancement Payment, which this Stipulation includes. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement Payment to the Named Plaintiff, and the Named Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received. Should the Court reduce the Named Plaintiff Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to PAGA Settlement Members. In the event that the Court reduces or does not approve the requested Plaintiff's Counsel Fee Award and costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this settlement, and it will remain binding, and Plaintiff shall not appeal any judgment or order on that basis.

34. Settlement Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is capped at no more than $12,000.00. Any unused amounts will revert to the Gross Settlement Amount.

35. Net Settlement Amount. "Net Settlement Amount" shall mean the Gross Settlement Amount *minus* Settlement Administration Costs, Plaintiff's Counsel's Fees and Costs, and the PAGA Representative Enhancement Payment. The remaining amount shall

be referred to as the Net Settlement Amount and shall be allocated for payment of PAGA civil penalties as follows: (i) 65% of the Net Settlement Amount shall be distributed to the LWDA; and (ii) 35% of the Net Settlement Amount shall be distributed to the PAGA Settlement Members, as set forth in the version of Labor Code section 2699(i) effective as of the date of filing of the Lawsuit.

36. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall not in any way be construed as an admission by Defendants and/or any of the Released Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved Employees. Defendants specifically disclaim any liability to, or wrongful acts against Plaintiff, on the part of themselves, and/or any respective parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, or agents. Defendants deny that there is any factual evidence or legal basis to support any claims or Labor Code violations that Plaintiff alleges on behalf of alleged aggrieved employees, or by Plaintiff on his own behalf.

37. Release by PAGA Settlement Members and the LWDA. As of the date that Defendant TRB fully funds the Gross Settlement Amount, for and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiff, the PAGA Settlement Members, and the LWDA are deemed to release against the Released Parties *only* claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, specifically claims for penalties under PAGA based on predicate violations of Labor Code §§ 226 under the applicable Wage Orders (the "PAGA Released Claims"). The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action. This release will only become effective upon full funding of the GSA.

38. PAGA Settlement Administrator and Distribution Method. The PAGA Settlement Administrator shall process and distribute the Gross and Net Settlement Amounts in accordance with this Agreement.

39. The Parties agree that the Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") that is intended to be pursuant to Section 468B of the Code and Treas. Reg.§1.468B-1, 26 CFR § 1.468B-1et seq., and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer a settlement account in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF (if any is required); and (3) satisfy out of the QSF all fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned fees, costs, and expenses shall be treated as and included in the costs of administering the QSF by the Settlement Administration.

a. The Net Settlement Amount shall be available for distribution to the PAGA Settlement Members and the LWDA consistent with Labor Code section 2699(i) and shall be allocated as follows: 65% to the LWDA ("LWDA Payment") and 35% to the PAGA Settlement Members ("PAGA Settlement Members Payment"). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment"). The Settlement Administrator will calculate each PAGA Settlement Member's pro rata share of the PAGA Settlement Members Payment.

b. After 5 calendar days from the entry of a Court order approving the Settlement, Defendants will send to the Settlement Administrator the PAGA Settlement Member List. This information shall be treated as and remain confidential by the Settlement Administrator and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to Plaintiff's Counsel or to anyone other than the necessary staff of the Settlement

Administrator, except as needed to effectuate the Settlement, including to resolve any dispute over the amount of a PAGA Settlement Member's pro rata share of the PAGA Settlement Members Payment.

c. Within five days after sufficient monies have accrued, the PAGA Settlement Administrator shall distribute the amounts for the Plaintiff's service payment and attorneys' fees and costs to Plaintiff's counsel, and the Net Settlement Amount to the LWDA and PAGA Settlement Members.

d. Because the Individual PAGA Settlement Member Payments are in compromise and settlement of claims for civil penalties, the entirety of these payments will be treated as non-wage income that is not subject to any withholdings or deductions. The service payment to Plaintiff is not wages, will not be subject to deductions or withholdings, and will be reported as 1099 income. The PAGA Settlement Administrator shall be responsible, to the extent necessary based on the amount of a payment, for all tax reporting and documentation related to the PAGA Settlement Member Payments, as well as all other payments made under the Agreement. Plaintiff and Plaintiff's Counsel each agree to hold Defendants and the Released Parties harmless from and against any damage or penalty incurred by Plaintiff and/or Plaintiff's Counsel as a result of any taxing authority assessing any tax or penalty upon Defendant TRB as a consequence of any tax being due and unpaid on each of their portions of the Settlement. Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions. Defendants nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant TRB herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Defendant TRB for any amounts characterized or recharacterized as employer-side tax liabilities. The Parties acknowledge neither Defendants' nor Plaintiff's counsel have provided any tax-related advice whatsoever.

e. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to "opt out," there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment. However, the Individual PAGA Settlement Member Payment will be accompanied by a Notice informing PAGA Settlement Member why they are receiving payment substantially in the form of **Exhibit A**.

f. No later than five days after receipt of the full GSA after completion of funding, the Settlement Administrator will mail a notice ("PAGA Notice") approved by the Court (in substantially the form attached as Exhibit A) along with the Individual PAGA Settlement Member Payment to the individuals in the PAGA Data. For any mailings returned as undeliverable or notifying the Settlement Administrator that the PAGA Settlement Member is no longer at the address provided in the PAGA Settlement Member List, the PAGA Settlement Administrator shall perform a skip-trace on that individual using the National Change of Address database and other source(s) as necessary and will have fourteen (14) calendar days to re-mail the Notice and payment to the new address found in the skip-trace.

g. PAGA Settlement Members shall have one-hundred and eighty (180) calendar days to cash their Individual PAGA Settlement Member Payment checks under this Agreement. Any checks not negotiated within the one-hundred and eighty

(180) days will be voided and will not be reissued. Any funds from voided checks to PAGA Settlement Members will be sent by the Settlement Administrator to the State of California Unclaimed Property Fund through the State Controller's Office in the name of the PAGA Settlement Member within thirty (30) calendar days after the check-cashing deadline prescribed herein.

h. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing to be set by the Court.

40. Plaintiff's Release and Obligations. In exchange for the service payment referenced above, and in addition to Plaintiff's release of the PAGA Released Claims, Plaintiff and his heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns hereby irrevocably and unconditionally remises, releases, and forever discharges Defendants and the Released Parties from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders, liabilities, demands, charges, complaints, and promises of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Plaintiff may have, or have ever had, against the Released Parties, or any of them, arising out of, or in any way related to Plaintiff's hire, benefits, employment, termination, or separation from employment with Defendants by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter including, without limiting the generality of the foregoing: (a) any and all claims under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act, as amended ("ERISA") (regarding unvested benefits), the Family and Medical Leave Act ("FMLA") (regarding existing but not prospective claims), the Fair Labor Standards Act ("FLSA"), the Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act ("FCRA"),

the Worker Adjustment and Retraining Notification Act ("WARN Act"), the National Labor Relations act ("NLRA"), the Uniform Services Employment and Reemployment Rights Act ("USERRA"), the Genetic Information Nondiscrimination Act ("GINA"), the Immigration Reform and Control Act ("IRCA"), the Fair Employment and Housing Act ("FEHA"), the California Constitution, the California Family Rights Act ("CFRA"), the California Labor Code (including PAGA) and applicable Wage Order(s), the Unfair Competition Law, all as amended by their respective implementing regulations, and any other federal, state or local law, (statutory, regulatory, or otherwise) that may be legally waived and released; however the identification of specific statutes or law shall not limit the scope of this general release in any manner; and (b) any and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, failure to provide meal and/or rest periods, failure to reimburse business expenses, compensatory damages, special damages, interest, commissions, bonuses, sick leave, holiday pay, vacation pay, restitution, tort claims, contract claims, equitable claims, hostile work environment claims, workplace harassment claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, whistleblower retaliation claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and/or attorneys' fees and costs either individually or as part of a class action, collective action, and/or representative action (collectively, "Plaintiff's Released Claims"). Plaintiff further agrees and expressly waives and relinquishes to the fullest extent permitted by law, the rights and benefits of 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.

Notwithstanding the provisions set forth herein, and for the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that this Agreement is intended to include and does include its effect without limitation all claims which Plaintiff does not know or suspect to exist in his favor against Defendants and/or the Released Parties, and that this Agreement contemplates extinguishment of any such claim or claims.

It is also understood and agreed by Plaintiff that this Release expressly includes settlement of Plaintiff's claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes him from filing any additional petitions for supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiff understands and agrees that he shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and he/she expressly agrees that he shall in any Compromise and Release entered into any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against Defendant under California *Labor Code* sections 132(a) and 4553.

Plaintiff understands that the General Release does not release any claims that he cannot lawfully release. Plaintiff represents that he has not filed any action, claim, charge, or complaint other than what is referenced in the Recitals above against Defendant, or any other Released Party, with any local, state, or federal agency or court, except with regard to any pending Workers' Compensation claims.

Plaintiff, for himself and for his heirs, family members, executors, attorneys, administrators, successors, and assigns, does hereby fully and forever release and discharge the Released Parties, of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against any of them, arising out of any claim(s) of age discrimination under federal law or state law, including the federal Age Discrimination in Employment Act (including the

Older Workers Benefit Protection Act). This Release does not prohibit Plaintiff from filing any ADEA-related charges with any governmental administrative agency as long as Plaintiff does not personally seek reinstatement, damages, remedies, or other relief as to any claim that Plaintiff has released, any right to which Plaintiff hereby waives.

Plaintiff has been given at least 21 days from the date of receipt of this AGREEMENT to consider the terms of this Agreement and consult with counsel before signing it (Consideration Period). In the event Plaintiff chooses to sign this Agreement prior to the expiration of the Consideration Period, Plaintiff represents that he knowingly and voluntarily is waiving the remainder of the Consideration Period. Plaintiff understands that having waived some portion of the Consideration Period, Defendants may expedite the processing of benefits provided to him in exchange for signing this Release. Plaintiff agrees with Defendants that changes, whether material or immaterial, do not restart the running of the Consideration Period. Plaintiff acknowledges that he has seven (7) days after he signs this Agreement to revoke his agreement to it by sending a written revocation notice to Defendants through their counsel.

Notice to Defendant for purposes of this Agreement shall be effective if and only if it is delivered within the revocation period set forth above by one or more of the following means: (a) personally; (b) by overnight courier; or (c) by registered mail to: (1) TERRONES, ATTN: Ali Rucinski, 15705 Condon Ave #D-1, Lawndale, CA 90260; and (2) O'Hagan Meyer, LLP ATTN: Natasha Covarrubias, 4695 MacArthur Court, Suite 900, Newport Beach, CA 92660.

Notwithstanding any other provision of this Agreement, if Plaintiff revokes this Agreement pursuant to this section, the Agreement will not be effective or enforceable. This release will only become effective upon full funding of the GSA.

41. Impact of Non-Approval by the Court. Should the Court deny approval of this Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's concerns in order to obtain the Court's approval, except that Defendants will not be required under any circumstances to increase the Gross Settlement Amount, other than

provided under Paragraph 31. If the Parties cannot obtain Court approval, the Parties shall be restored to their respective litigation positions before they entered into this Agreement. If the Court ultimately denies approval of the Agreement, or if the Court's approval is reversed on appellate review, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

42. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

43. Judgment in this Action. Within thirty (30) calendar days after the Parties execute this Agreement, Plaintiff's Counsel shall prepare, file, and serve a motion for approval of this Agreement pursuant to California Labor Code § 2699(l)(2), advocating that the terms of the Settlement are fair, adequate, and reasonable, and Defendants shall not oppose such a motion provided that it is consistent with the terms of this Agreement. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by this Agreement or by law.

44. Confidentiality. Plaintiff and Plaintiff's Counsel agree that, except as may be required by the Court in connection with the approval of this Agreement, he will direct PAGA Counsel not to publish or publicize, or cause to be published, publicized, in the media (print or broadcast) or on the Internet the circumstances, events, occurrences, and/or documents underlying Plaintiff's and Aggrieved Employees' claims against Defendants or any monetary terms of this Agreement. Plaintiff and Plaintiff's Counsel further agree that Plaintiff will not

issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Plaintiff will instruct his counsel to comply with his restrictions under this Paragraph. The Parties agree that any PAGA notice to putatively Aggrieved Employees will direct said Employees to contact the Settlement Administrator. Nothing stated herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions with PAGA Members who are a part of this Settlement and/or in all necessary motions and supporting memoranda related to approval of the Settlement or for other Class or PAGA settlements.

45. No Admission of Wrongdoing. Except for the purposes of effectuating and enforcing the terms of this Agreement which include barring claims that are released pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants and/or any of the Released Parties, including but not limited to, evidence of any violation of the Labor Code, presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendants and/or any of the Released Parties in any other civil, criminal, or administrative action or proceeding.

46. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

47. Joint Drafting. Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

48. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, except that if the Court severs a provision that either of the Parties reasonably considers to be a material term of this Agreement, that Party shall have the option to send a written notice to the other Party no later than fourteen (14) calendar days after the Court severs the provision that it wishes to void the entire Agreement and to restore the Parties to their litigation positions as of before this Agreement was reached. If the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. In such case, the Party seeking to void the agreement shall be liable for any costs incurred by the Administrator through that date.

49. Counterparts. This Agreement may be signed in counterparts. Fax, scan, and/or electronic copies of signatures shall be deemed effective as originals.

50. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendants and Defendants' counsel.

51. Waiver of right to appeal. Any Party may terminate this Settlement or appeal any Court order which is not in substantially the form submitted by the Parties, except as follows: (i) in the event that the Court reduces or does not approve the requested PAGA Representative Enhancement Payment, Plaintiff shall not terminate this Settlement or appeal any judgment or order on that basis; and/or (ii) in the event that the Court reduces

or does not approve Plaintiff's Counsel's requested fee award and costs, Plaintiff and Plaintiff's counsel shall not terminate this Settlement and shall not appeal any judgment or order on that basis.

52. Cooperation. All Parties will cooperate in good faith and apply their best efforts to implement this Settlement by, among other things, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence and/or supplemental points and authorities if requested by the Court, or making changes to the Settlement if requested by the Court that do not materially affect the essential settlement terms.

53. Enforcement Actions. In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred.

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

55. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

ELLIOT J. SIEGEL
elliot@kingsiegel.com
KING & SIEGEL LLP
724 S. Spring Street, Suite 201
Los Angeles, California 90014
tel: (909) 287-4641
fax: (213) 465-4803

MICHAEL Y. YADEGARAN
michael@avenue.law
AVENUE LAW APC
401 Wilshire Boulevard,
12th Floor
Santa Monica, California
90401
Tel: (310) 882-7960

To Defendant:

Thalia Rofos
trofos@ohaganmeyer.com
Natasha Covarrubias
ncovarrubias@ohaganmeyer.com
O'Hagan Meyer Law Firm
4695 MacArthur Court,
Suite 900
Newport Beach, California
92660
Tel: (949) 519.2080

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

DATED: 06 / 16 / 2025

By: ______________________
Diego Torrones
Individually and on behalf of the PAGA Settlement Members and State of California

DATED: June 13, 2025

By: ______________________
Name: Thomas M. Simms
Title: CEO
On behalf of Defendant TRB, LLC d/b/a Tin Roof Bistro

King & Siegel LLP

Exhibit A

<u>NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS</u>

Diego Torrones v. TRB, LLC et al.
Los Angeles Superior Court, Case No. 24STCV32371

You are ***<u>not</u>*** *being sued. This is* ***<u>not</u>*** *an advertisement. This notice affects your rights.*

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

<u>NOTICE OF PAGA SETTLEMENT</u>

On __________, the Honorable Hon. Daniel M. Crowley of the Superior Court of California for the County of Los Angeles granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the PAGA Settlement Members Payment.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all non-exempt employees of Defendants who worked at least one shift in California from October 3, 2023 through October 23, 2024.

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiff claims that TRB, LLC d/b/a Tin Roof Bistro ("TRB"), Simms Restaurants, LLC, and Thomas M. Simms, Jr. (collectively, "Defendants") failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, provision of reimbursement of necessary business expenses, and provision of accurate wages statements. Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under the Private Attorneys General Act ("PAGA") arising out of these alleged violations.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

<u>CALCULATION OF INDIVIDUAL PAGA PAYMENTS</u>

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorneys' fees and costs, costs of administration of settlement, and the

PAGA Representative Enhancement Payment ("Net Settlement Amount"), is to be split between the State of California and the PAGA Settlement Members. The State receives 65% of the Net Settlement Amount and the PAGA Settlement Members receive 35% of the Net Settlement Amount (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment").

You worked ___ pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is 2,116. Therefore, your Individual PAGA Settlement Member Payment is **<<CheckAmount>>.**

RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiff's Complaint or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff's Complaint ("PAGA Released Claims"), specifically claims for civil penalties under PAGA arising out of predicate violations of Labor Code §§ 226 and the applicable Wage Orders. The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action.

"Released Parties" shall mean Defendants TRB, LLC d/b/a Tin Roof Bistro, Simms Restaurants, LLC and Thomas M. Simms, Jr. and their former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

Upon entry of the Order approving the Settlement and full payment of the Settlement by Defendant TRB, any Aggrieved Employee covered by this Agreement will be deemed to have released all Released Claims and will be barred from proceeding with any claim released by this Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Los Angeles, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

You may call the Settlement Administrator, ______. toll free at ______ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such an event, the Settlement Administrator shall direct all unclaimed funds to the State of California's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, THE PARTIES OR THE PARTIES' ATTORNEYS WITH QUESTIONS.

Exhibit B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Diego Terrones, individually and on behalf of all similarly situated individuals,

Plaintiff,

v.

TRB, LLC d/b/a Tin Roof Bistro, a California limited liability company; **Simms Restaurants, LLC**, a California limited liability company; **Thomas M. Simms, Jr.**, an individual; and **Does 1-100**;

Defendants.

CASE NO. 24STCV32371

[Assigned for all purposes to the Hon. Daniel M. Crowley; Dept. 71]

PAGA ACTION

[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT PURSUANT TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AND ENTERING JUDGMENT

Date: __________
Time: __________

[PROPOSED] ORDER AND JUDGMENT

The Court, having read and considered Plaintiff's Unopposed Motion for Approval of Settlement Pursuant to PAGA ("Motion") and Stipulation of Settlement of PAGA Representative Action ("Settlement" or "Settlement Agreement" or "Stipulation"), having heard and considered the arguments of counsel, and GOOD CAUSE appearing, hereby ORDERS as follows:

1. The Motion is GRANTED.[1]

2. The Court grants approval of the Parties' Settlement Agreement.[2]

3. The Court hereby enters Judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement.

4. The Named Plaintiff, the State of California through the Labor Workforce Development Agency ("LWDA") and PAGA Settlement Members are bound by this Judgment.

5. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the State of California's and PAGA Settlement Members' claims for civil penalties under PAGA. The Settlement will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in continued litigation and, after considering the monetary recovery for claimed civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief for State and PAGA Settlement Members by the Settlement. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions in reaching the Settlement.

6. The Court further finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code of Civil

[1] The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement.

[2] A copy of the Settlement Agreement between Plaintiff Diego Torrones and Defendants TRB, LLC d/b/a Tin Roof Bistro ("the Parties") is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion as **Exhibit 1** and is made a part of this Order. All capitalized terms used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the State and the PAGA Settlement Members.

7. The Court finds that Plaintiff's Counsel timely provided adequate notice of the Settlement to the California Labor and Workforce Development Agency ("LWDA") in accordance with California Labor Code § 2699(l)(2). and the LWDA did not take action in response to that submission as of the date of this Order. The

8. The Court finds and determines that the LWDA Payment is fair, reasonable, and appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA Payment be made to the LWDA in accordance with the Settlement Agreement.

9. The Court finds and determines that the Individual PAGA Settlement Member Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as their share of civil penalties in this case are fair and reasonable and consistent with PAGA's requirements for allocation of penalties. The Court hereby approves and orders the payment of those amounts to be made to the PAGA Settlement Members in accordance with the Settlement Agreement, including as to providing Notice as set forth in the Settlement.

10. The Court finds and determines that the capped fees and expenses in administrating the Settlement by ________ in the amount of $______ are fair and reasonable. The Court hereby approves and orders that the payment of that amount to Simpluris from the Gross Settlement Amount in accordance with the Settlement Agreement.

11. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for attorneys' fees in the amount of one-third of the Gross Settlement Amount, or $23,333.33, as fair, reasonable and appropriate.[3] The Court hereby orders the Settlement Administrator to make this payment to Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

[3] The Court further finds that the hours worked and hourly rates charged by Plaintiff's Counsel in the lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of representation.

12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for reimbursement of actual and incurred litigation costs in the amount of $_______. The Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments submitted by Plaintiff's Counsel, the Court approves a service payment of $10,000 to the Named Plaintiff and PAGA Representative, Brian Rubio. The Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to Plaintiff from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

14. Upon completion of administration of the Settlement as set forth below, the PAGA Settlement Members and the State release Defendants TRB, LLC, Simms Restaurants, LLC, and Thomas M. Simms, Jr., and its former and present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents, from claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint or PAGA Notice during the period from October 3, 2023 through October 23, 2024.

15. The Settlement Agreement is not an admission by Defendants, nor is this Order and Judgment a finding of validity as to any allegations by Plaintiff or of any Labor Code violations or other wrongdoing by Defendants or any other Releasees. Neither this Order and Judgement, the Settlement Agreement, or any other documents referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any violations, fault, wrongdoing, omission, or liability whatsoever by or against Defendants or other Releasees.

16. Without affecting the finality of this Order or the Entry of Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the Settlement.

17. Nothing in this order shall preclude any action to enforce the Parties' obligations under

the Settlement or under this Order, including the requirement that Defendant fund the Gross Settlement Amount in accordance with the Settlement Agreement. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order and as provided for in the Settlement Agreement.

18. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this order within ten (10) calendar days after the Court's entry of this Order.

19. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for ______________, 2025 at ______ [a.m./p.m.], in Department 71.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: ________________ ____________________________

The Honorable Daniel M. Crowley

King & Siegel LLP