<u>MEMORANDUM OF UNDERSTANDING</u>

This Memorandum of Understanding ("MOU") was entered into on May 23, 2025, by and between (1) Diego Terrones ("Plaintiff") on behalf of himself and all other current and former employees ("Aggrieved Employees" or "PAGA Members") and (2) Defendants TRB, LLC d/b/a Tin Roof Bistro ("TRB") (the "Parties"). This MOU is designed to bind the Parties to terms of a settlement to be thereafter memorialized further in a long form Stipulation of Settlement, the provisions of which will be consistent with this MOU.

NOW, THEREFORE, the Parties hereto agree as follows:

1. For purposes of this MOU, the "Action" is defined as *Terrones v. TRB, LLC d/b/a Tin Roof Bistro, et al.,* Los Angeles County Superior Court, Case No. 24STCV32371. This MOU memorializes the settlement reached in the mediation on May 23, 2025, between Plaintiff, the Aggrieved Employees, and Defendants. This MOU confirms the essential terms of the settlement reached between the Parties with the assistance of mediator Louis Marlin, Esq.

2. The Parties agree to cooperate fully with each other to accomplish the terms of the MOU by entering into the long-form Stipulation of Settlement, including a proposed approval order; to use their best efforts to finalize the Stipulation of Settlement; and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Stipulation of Settlement. Plaintiff shall prepare the initial drafts of the long-form Stipulation of Settlement. In the event that the Parties do not execute the Stipulation of Settlement within 30 days of both Parties' approval of the finalized Stipulation of Settlement, either party may move for approval of this PAGA settlement on the basis of the terms set forth in this MOU, which is final, binding, enforceable pursuant to California Code of Civil Procedure Section 664.6, and admissible pursuant to California Evidence Code Section 1123. The Parties may extend this deadline by mutual agreement in writing.

3. The Parties agree that the proper scope and definition of the Aggrieved Employees for purposes of this agreement are "*All non-exempt employees of Defendant who worked at least one shift for Defendants from October 3, 2023 through October 23, 2024.*" For the purpose of this paragraph "Defendant" shall mean and refer to TRB, LLC d/b/a Tin Roof Bistro.

4. The Parties and their counsel agree that the consideration described in the subparagraphs below constitute their good faith compromise of the Action. This compromise is based on the Parties' assessment of the value of the case, and the mutual risks and costs of further litigation. Specifically, the consideration provided by Defendant consists of the following:

   a. Defendant TRB shall pay the Settlement Fund Amount ("Maximum

Settlement Amount" or "MSA") of $70,000 in full and complete settlement of this matter (subject to the escalator clause below). The MSA will be used to pay individual PAGA payments, any enhancement award to Plaintiff, the payment to the LWDA, Plaintiff's counsel's attorneys' fees and litigation expenses, and the administrator's expenses.

b. Defendant TRB shall fund the MSA within thirty (30) days of Court approval of this Settlement. All installments shall be made into a QSF set up by the Settlement Administrator.

c. The 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 to the Settlement.

d. This is a non-reversionary settlement. All Aggrieved Employee funds represented by uncashed checks remaining in the Qualified Settlement Fund shall be tendered to the State's Unclaimed Wages Fund.

5. The Parties agree that the consideration described in Paragraph 5, above, constitutes adequate consideration for the settlement and release described immediately below.

a. *Release by Plaintiff*: The Plaintiff shall be bound by a complete general release and Section 1542 waiver of all claims known and unknown, without exception, against the "Released Parties" (defined below), except as may be prohibited by law. Defendants shall not oppose a request for an enhancement award for Plaintiff up to the amount of $10,000, which Plaintiff will seek for his work in resolving the case and for his signing of a general release.

b. *Release by PAGA Members:* All PAGA Members and the LWDA will be bound by a *limited* release that releases all claims for civil penalties under PAGA against the Released Parties within the definition of "Released PAGA Claims" (defined below). Under no circumstances will PAGA Members, other than Plaintiff, release any underlying or predicate claims under this Settlement.

c. *Definition of "Released PAGA Claims"*: means all claims for civil penalties, interest, fees or costs under the Private Attorneys General Act that were alleged, or reasonably could have been alleged based on the operative Complaint and the PAGA Notice(s) during the PAGA Release Period. The period of the Release shall extend to the limits of the PAGA Release Period.

d. *Definition of "PAGA Release Period"*: the period from *October 3, 2023 through October 23, 2024.*

e. *Definition of "Released Parties"*: Defendants TRB, LLC d/b/a Tin Roof Bistro, Simms Restaurants, LLC and Thomas M. Simms, Jr. and their former and present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents.

6. Defendants will not oppose a request by the named Plaintiff for an enhancement payment as referenced in Paragraph 5(a), to be deducted from the Settlement Fund Amount, in exchange for his service as PAGA Representative. This enhancement payment is in addition to the payment to which he is entitled as PAGA Member. In the event that the Court reduces or does not approve the requested PAGA Representative enhancement payment, Plaintiff shall not have the right to revoke this MOU or the Stipulation of Settlement, and it will remain binding, and Plaintiff shall not appeal any judgment or order on that basis.

7. The Parties designate that the entire Settlement Fund Amount will be allocated for violations of PAGA. This amount will be allocated as follows: 65% will be payable to the LWDA and the remaining 35% will be payable to the PAGA Members. The PAGA penalties will be reported as 1099 payments and not as taxable wages.

8. Defendants will not oppose an application for an award to Plaintiff's Counsel, from the Settlement Fund Amount, of up to one-third of the Settlement Fund Amount in attorneys' fees, plus actual costs and expenses of up to $15,000, as supported by declaration. 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 MOU or this settlement, and it will remain binding, and Plaintiff shall not appeal any judgment or order on that basis.

9. Defendants will provide reasonable confirmatory discovery to allow Plaintiff's to confirm their remedial measures, including production of exemplar wage statement that shows the October 2024 remedial action and the three most recent pay periods from the signing of this Agreement.

10. The Parties will select a Settlement Administrator on the basis of cost and competence, with the best interests of the PAGA Members in mind. Defendants and Defendants' counsel shall not enter into any contractual relationship with the Settlement Administrator. Fees of the Settlement Administrator shall be paid out of the Settlement Fund Amount, in the amount up to $12,000. The Stipulation of Settlement shall make clear that 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.

11. Defendants shall transmit the names and contact information confidentially for all PAGA Members to a mutually agreed upon Settlement Administrator 5 calendar days after the entry of a Court order approving the Settlement (the "PAGA Members List"). The PAGA Members List provided by Defendants to the administrator as part of the administration process shall also list the start and ends dates of employment for PAGA Members, as well as Defendants' best estimates of workweeks worked by each PAGA Member.

12. The Settlement Administrator will be responsible for issuing to PAGA Members an IRS Form 1099 for the portions allocated to penalties and interest.

13. The Defendant estimates that there are 2,116 pay periods through October 24, 2024. If that number is incorrect by more than 10%, then the gross settlement amount will be increased proportionately. For example, if the number is 11% higher, the gross settlement amount will be increased by 1%. In the alternative, the Defendant may elect to shorten the release period to stay within the 10% cushion.

14. The Parties agree not to 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 prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with PAGA Members and/or (ii) in court filings, including in their respective firm resumes, and/or (iii) in all necessary motions and supporting memoranda related to approval of the Settlement, or for other PAGA or Class settlements. This provision also does not limit Plaintiff's Counsel (i) from complying with ethical obligations; or (ii) from posting a neutral description of publicly available facts regarding the Settlement, provided that such posting does not expressly identify Defendants by name.

15. Defendants expressly deny any liability. Neither this MOU nor the Stipulation of Settlement shall constitute an admission of liability, or the accuracy of any allegation made by Plaintiff or Plaintiff's counsel.

16. Neither 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 Defendants herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Defendants 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.

17. The Parties shall present the Stipulation of Settlement to the Court for Approval through a noticed motion requesting approval of the settlement. Plaintiff shall move expeditiously to file a Motion for Approval after the Parties execute the long-form Stipulation of Settlement, and shall file the Motion within 30 calendar days of mutual execution of the long-form Stipulation of Settlement.

05 / 28 / 2025

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Diego Terrones
individually, and on behalf of the Aggrieved Employees

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Name: _Thomas M. Simms__________
Title: President
On behalf of Defendant TRB, LLC d/b/a Tin Roof Bistro