PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("**PAGA Settlement**" or "**Agreement**") is made and entered into by and between Plaintiff Marcos O. Rodriguez-Corona, an individual (hereinafter referred to as "**Rodriguez-Corona**" or "**Plaintiff**"), and La Tapatia, LLC, a California Limited Liability Company (**"La Tapatia"**), Humberto Campos, an individual ("**Campos**"), Barbara Haro, an individual ("**Haro**"), (La Tapatia, Campos, Haro, collectively "**La Tapatia**" or "**Defendants**"). (Plaintiff, Defendants, are collectively as the "**Party**" or "**Parties**"); and they agree as follows:

RECITALS

A. Plaintiff worked at La Tapatia, as Factory Assistant/Factory Cook, from approximately October 5, 2020, to September 18, 2024. On September 18, 2024, Plaintiff separated from his employment with La Tapatia .

B. On December 16, 2024, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (**LWDA**) [the agency entitled, under Labor Code section 2699, subd. (i)] providing notice of alleged violations under the California Labor Code. In addition to wage & hour violations, Plaintiff alleged retaliation as outlined in the Complaint.

C. On September 27, 2025, Plaintiff filed a Complaint for Damages in San Mateo County, California, Case No.: 25CIV07290 (the "**Complaint**" or "Action")). Plaintiff claimed: 1) Failure to pay all wages Earned for All Hours Worked; 2) Failure to Provide Rest Breaks; 3) Failure to Provide Meal Periods; 40 Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Pay Wages Owed Every Pay Period; 8) Civil Penalties under the Private Attorneys' General Act (PAGA) 9) Retaliation under Lab. Code §1102.5; 10) Retaliation under Lab. Code 98.6; 11) Retaliation under Lab. Code §6310; 12) Wrongful Termination in Violation of Public Policy; and 13) Unfair Competition (Bus. & Prof. Code §17200) (collectively referred to as "**Claims**").

D. The Parties discussed the case and exchanged substantive information through Informal Discovery about Plaintiff's employment, a 20 percent (20%) sampling of time and pay records for the alleged aggrieved employees and meet & confers, additional receipts evidencing reimbursement regarding the Cal. Lab. Code 2802 claims in addition to multiple meet & confers on the Claims. The Parties also participated in a full-day Mediation before mediator David Sarnoff on March 3, 2026. At the end of mediation, mediator David Sarnoff made a mediator's proposal for a global settlement. The Parties accepted the proposal and agreed to settle the Action.

E. The Parties agree that this PAGA Settlement Agreement sets forth the terms and conditions of the resolution of Plaintiff's PAGA claims, as set forth in the 8th cause of action of the Complaint as fair and reasonable in light of the Claims Based on the Parties' own independent investigations and evaluation of the Claims, the disputed factual and legal issues involving the PAGA claims in the Action, the risks attendant to further defenses, and the expense and burden of protracted litigation, the Parties and their respective counsel are of the opinion that the PAGA Settlement for the consideration and on the terms set forth in the Agreement are in the best interests of Plaintiff, the Aggrieved Employees, the State, and Defendants in light of all known facts and circumstances and the risks inherent in litigation..

With the mediator's assistance and extensive evaluation of the Claims, therefore, the Parties determined that the terms and conditions set forth in this Agreement are fair, adequate, and reasonable. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendant has any liability for any Claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit.

F. This Agreement represents a compromise and settlement of highly disputed claims. Defendants emphatically deny and dispute Plaintiff's Claims, and the allegations made by Plaintiff in their entirety. Defendants contend that in no way did they retaliate against the Aggrieved Employees and they did not violate any Wage & Hour laws as alleged in the Complaint, including the allegation of PAGA. Defendants also concluded that there were benefits associated with settling. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. The Parties agree that this Agreement and the consideration provided herein is not to be construed as an admission of liability on the part of any Party, liability is disputed, and this Agreement arises from compromise.

G. The Parties now desire to settle any and all disputes between them on the terms set forth in this Agreement and without any admission of wrongdoing or liability by either Party.

H. The information provided by Defendants, as well as through evaluation of the case, after taking into account the disputed factual and legal issues involved in this Action, and the benefits to be received pursuant to the proposed terms, is in the best interest of the Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal. App .4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, and as full and complete compromise and settlement of any and all claims, the parties agree as follows:

1. All Recitals, **A-H** are incorporated herein by reference.

2. **DEFINITIONS.**

2.1 "Action" means Plaintiff Complaint for Damages in San Mateo County, California, Case No.: 25CIV07290 (the "**Complaint**" or "Action")). Plaintiff claimed: 1) Failure to pay all wages Earned for All Hours Worked; 2) Failure to Provide Rest Breaks; 3) Failure to Provide Meal Periods; 40 Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Pay Wages Owed Every Pay Period; 8) Civil Penalties under the Private Attorneys' General Act (PAGA) 9) Retaliation under Lab. Code §1102.5; 10) Retaliation under Lab. Code 98.6; 11) Retaliation under Lab. Code §6310; 12) Wrongful Termination in Violation of Public Policy; and 13) Unfair Competition (Bus. & Prof. Code §17200) filed on September 27, 2025.

2.2 "Administrator" ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

2.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

2.4 "Aggrieved Employee" means all current and former non-exempt or hourly paid employees who worked for Defendants in California during the PAGA Period.

2.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

2.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

2.7 "Approval Order" means the Court's order granting approval of the Settlement.

2.8 "Court" means the Superior Court of California, County of San Mateo.

2.9 "Defense Counsel" means April S. Glatt (april@chauvellaw.com) and Natalia Canas (natalia@chauvellaw.com).

2.10 "Effective Date" means the date by when the Court enters the Order granting Approval of the PAGA Settlement.

2.11 "Gross Settlement Amount" means $<u>35,000.00</u> which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

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

2.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.

2.14 "LWDA" means the California Labor and Workforce Development Agency.

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

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

2.17 "PAGA Counsel" means Maralle Messrelian of MM Law, APC (maralle@mmlawapc.com) the attorneys representing the Plaintiff in the Action

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

2.19 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

2.20 "PAGA Period" means December 16, 2023 through June 30, 2026.

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

2.22 "PAGA Notice" means Plaintiff's December 16, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

2.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (approximately $5,191.67) and the 65% to the LWDA (approximately $9,641.67) in settlement of PAGA claims.

2.24 "Plaintiff" means Marcos O. Rodriguez-Corona_the named plaintiff in the Action.

2.25 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

2.26 "Released Parties" means Defendants, La Tapatia, LLC, Humberto Campos, an individual and Barbara Haro, an individual and each of its former and present directors, partners, officers, shareholders, owners, members, employees, investors, managers, contractors, agents, heirs, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, .

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

2.28 "Defendants" means named La Tapatia, LLC, a California Limited Liability Company (**"La Tapatia"**), Humberto Campos, an individual ("**Campos**"), Barbara Haro, an individual ("**Haro**").

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay $35,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount for those amounts specified by the Court in the Approval Order (for 3.2.2-3.2.4):

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be $11,666.67, and PAGA Counsel Litigation Expenses Payment of not more than $5,000.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $3,500.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $3,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $14,833.33 to be paid from the Gross Settlement Amount, with 65% (approximately $9,641.67) allocated to the LWDA PAGA Payment and 35% (approximately $5,191.67) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (approximately $5,191.67) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Aggrieved Employees & Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 57 Aggrieved Employees who worked approximately 4,064 weekly PAGA Pay Periods or 2,032 bi-weekly Pay Periods under amended Labor Code section 2699(o). Should the number of bi-weekly pay periods during the PAGA Period increase by more than 20%, Defendants will have the option to either: (a) increase the Gross Settlement Amount by the percentage in excess of 20% above 2,032 bi-weekly Pay Periods (i.e. 2438 bi-weekly Pay Periods), or (b) shorten the release period to alleviate any increase in the Gross Settlement Amount.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date as Defined above, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in strict confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

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

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3 If an Individual PAGA Payment check is uncashed and cancelled after the void date the funds will not revert to the Defendants, The Administrator, in conformity with California Code of Civil Procedure section 384, shall transmit any remaining, uncashed funds to the Bay Area Legal Aid ("Cy Pres Recipient"). Bay Area Legal Aid is a non-profit organization whose mission is to provide meaningful access to the civil justice system through quality legal assistance regardless of a client's location, language or disability. The Parties agree that designating the Bay Area Legal Aid as the Cy Pres Recipient will "further the purposes of the underlying class proceedings in this action and will promote justice for all Californians" in conformity with California Code of Civil Procedure section 384.

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

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

5.1 <u>Plaintiff's Release</u>. Plaintiff shall execute a separate written agreement voluntarily releasing and forever discharging Defendants and the Releasees of and from any and all claims, known and unknown, asserted or unasserted, other than the Released PAGA Claims, that Plaintiff has or may have against Releasees as of the date of execution of that separate agreement arising from or related to this Action.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, assigns, spouse, heirs, descendants, dependents, attorneys, insurers, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the PAGA Notice and the Complaint that are alleged to have occurred during the PAGA Period.

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator's Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

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

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

9. **ADDITIONAL PROVISIONS.**

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement and its attached exhibits, including I Plaintiff's individual agreement releasing all claims other than Plaintiff's Released PAGA Claims, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code sections 1119 and 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. No later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

9.17 Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

The Parties each have read and understand this Agreement and have voluntarily executed this Settlement Agreement on the dates indicated below.

Dated: March 4, 2026

Marcos Rodriguez

Marcos O. Rodriguez-Corona (Mar 4, 2026 18:44:58 PST)

Marcos O. Rodriguez-Corona, an Individual

LA TAPATIA, LLC

Dated: March __, 2026

____

Humberto Campos,
An Authorized Officer

Dated: March _, 2026

____

Humberto Campos, an Individual

Dated: March _, 2026

____

Barbara Haro, an Individual

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The Parties each have read and understand this Agreement and have voluntarily executed this Settlement Agreement on the dates indicated below.

Dated: March _, 2026

____
Marcos O. Rodriguez-Corona, an Individual

LA TAPATIA, LLC

Dated: March 5, 2026

Humberto Campos
Humberto Campos,
An Authorized Officer

Dated: March 5, 2026

Humberto Campos
Humberto Campos, an Individual

3/4/2026
Dated: March _, 2026

Signed by:
Barbara Haro
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Barbara Haro, an Individual