

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Jaclyn M. Joyce (State Bar #285124)
jaclyn@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

JORGE DAMIAN, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

LA VILLA TACOS, LLC, a California limited
liability company; and DOES 1-50, inclusive,

Defendants.

Case No. BCV-24-102155

*[Assigned for all purposes to the Honorable
Gregory Pulskamp, Dept. J]*

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Complaint Filed: January 26, 2024

Trial Date: None Set

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff JORGE DAMIAN (“Plaintiff”), individually, and on behalf of all others similarly situated, and in his representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendants LA VILLA TACOS, LLC and DANNY NUNEZ (hereinafter, collectively “Defendants”):

I. DEFINITIONS

- A. “Action” means collectively the action titled *Jorge Damian v. La Villa Tacos, LLC, et al.*, Kern County Superior Court Case No. BCV-24-102155, including the Complaint, and any subsequent operative or amended complaint filed in the action, as well as the action titled *Jorge Damian v. La Villa Tacos, LLC, et al.*, Kern County Superior Court Case No. BCV-24-103093.
- A. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- B. “Aggrieved Employees” means all current and former non-exempt employees who worked for Defendant La Villa Tacos, LLC as a non-exempt employee in California at any time during the PAGA Period.
- C. “Aggrieved Employee Payment” shall mean the thirty-five percent (35%), or Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00), of the Thirty Thousand Dollars and Zero Cents (\$30,000.00) PAGA Payment that will be distributed amongst the Aggrieved Employees as described in this Agreement.
- D. “Class” or the “Class Members” means all current and former non-exempt employees who worked for Defendant La Villa Tacos, LLC in California at any time during the Class Period.
- E. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- F. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members, and the Aggrieved Employees in the Action, consisting of

attorneys' fees currently not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be One Hundred Fifty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$157,500.00) out of \$450,000.00 plus attorneys' expenses of up to Forty Thousand Dollars and Zero Cents (\$40,000.00). The attorneys' fees will be divided among Class Counsel in the following percentages (50% to Zakay Law Group, APLC and 50% to JCL Law Firm, APC).

G. "Class Data" means information regarding Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known postal address; Social Security Number; start dates and end dates of active employment as a non-exempt employee during the Class Period, and any other information the Settlement Administrator deems necessary to accurately calculate the number of Workweeks and Pay Periods worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

H. "Class Period" means the period beginning June 26, 2020, to January 23, 2026.

I. "Class Representative" shall mean Plaintiff Jorge Damian.

J. "Court" means the Superior Court for the State of California, County of Kern.

K. "Defendants" shall mean La Villa Tacos, LLC and Danny Nunez.

L. "Effective Date" means the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date will be sixty (60) calendar days from the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court's overruling of objections to the settlement, then the effective date of final approval will be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

- 1 M. "Funding Date" shall mean the date by which Defendants have paid the entire Gross
2 Settlement Amount to the Settlement Administrator in accord with the terms of this
3 Agreement.
- 4 N. "Gross Settlement Amount" means the total sum of Four Hundred Fifty Thousand
5 Dollars and Zero Cents (\$450,000.00) that Defendants must pay into the Qualified
6 Settlement Fund for full resolution of the Action and payment of all claims, including
7 individual payments to all Class Members ("Individual Class Settlement Payments"),
8 payment of Settlement Administration Costs; Class Counsel Award; Service Award,
9 and the PAGA Payment. The Gross Settlement Amount shall be all-in with no
10 reversion to Defendants. Defendants are responsible for the employer's share of
11 payroll taxes, which shall be paid separately and in addition to the Gross Settlement
12 Amount. Apart from payroll taxes, the Gross Settlement Amount shall be the
13 maximum amount Defendants are required to pay for the Settlement, subject to the
14 Escalator Clause.
- 15 O. "Individual Class Settlement Payments" means the amount payable from the Net
16 Settlement Amount to each Settlement Class Member and excludes any amounts
17 distributed to Aggrieved Employees pursuant to PAGA.
- 18 P. "LWDA" shall mean the Labor and Workforce Development Agency.
- 19 Q. "LWDA Notices" means, collectively, the LWDA Notices submitted by Plaintiff on
20 June 26, 2024 and amended on September 11, 2025.
- 21 R. "LWDA Payment" shall mean the sixty-five percent (65%), or Nineteen Thousand
22 Five Hundred Dollars and Zero Cents (\$19,500.00), of the total \$30,000.00 PAGA
23 Payment payable to the to the LWDA.
- 24 S. "Net Settlement Amount" or "NSA" means the funds available for payment of
25 Individual Class Settlement Payments which shall be the amount remaining after the
26 following amounts are deducted from the Gross Settlement Amount: (1) Settlement
27 Administration Costs; (2) Class Counsel Award; (3) Service Award; and (4) the
28 PAGA Payment.

- 1 T. “Notice Packet” means the Notice of Settlement to be provided to the Class Members
2 by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement
3 (other than formatting changes to facilitate printing by the Settlement Administrator).
- 4 U. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code
5 Section 2698 *et seq.*
- 6 V. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
7 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
8 Employees during the PAGA Period.
- 9 W. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
10 Employee Payment, as defined herein, means the number of pay periods during the
11 PAGA Period that each Aggrieved Employee worked for Defendants as a non-exempt
12 employee in California.
- 13 X. “PAGA Payment” shall mean Thirty Thousand Dollars and Zero Cents (\$30,000.00)
14 to be allocated from the Gross Settlement Amount for settlement of PAGA claims
15 asserted in the Action.
- 16 Y. “PAGA Period” means the period beginning June 26, 2023, through January 23, 2026.
- 17 Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
18 Plaintiff or Defendants, individually.
- 19 AA. “Payment Ratio” means the respective Workweeks for each Class Member divided
20 by the total Workweeks for all Class Members.
- 21 BB. “Plaintiff” shall mean Jorge Damian
- 22 CC. “QSF” means the Qualified Settlement Fund established, designated, and maintained
23 by the Settlement Administrator to fund and distribute the Gross Settlement Amount.
- 24 DD. “Released Class Claims” means all class claims that were alleged, or reasonably could
25 have been alleged based on the facts alleged, in the operative complaint in the Action
26 which occurred during the Class Period, and expressly excluding all other claims,
27 including claims for vested benefits, wrongful termination, unemployment insurance,
28

1 disability, social security, workers' compensation, and class claims outside of the
2 Class Period.

3 EE. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
4 in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the
5 PAGA Period, and expressly excluding all other claims, including claims for vested
6 benefits, wrongful termination, unemployment insurance, disability, social security,
7 workers' compensation, and PAGA claims outside of the PAGA Period.

8 FF. "Released Parties" shall mean Defendants and related entities, directors, officers,
9 members, and investors.

10 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
11 Administrator first mails Notice Packets to Class Members and the last date on which
12 Class Members may submit requests for exclusion or objections to the Settlement.
13 Neither side shall encourage any Class Member to opt out.

14 HH. "Service Award" means the award in the amount of Ten Thousand Dollars and Zero
15 Cents (\$10,000.00) to the Class Representative or an amount that the Court authorizes
16 to be paid to the Class Representative, in addition to his Individual Class Settlement
17 Payment and individual share of the Aggrieved Employee Payment, in recognition of
18 his efforts and risks in assisting with the prosecution of the Action.

19 II. "Settlement" means the disposition of the Action pursuant to this Agreement.

20 JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement
21 Administrator from the Gross Settlement Amount for administering the Settlement
22 pursuant to this Agreement currently estimated not to exceed \$13,000.00.

23 KK. "Settlement Administrator" means ILYM Group, Inc., located at 2832 Walnut Ave
24 STE C, Tustin, CA 92780; Tel: (888) 250-6810. The Settlement Administrator
25 establishes, designates, and maintains a QSF under Internal Revenue Code section
26 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross
27 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
28 Class Members and Aggrieved Employees. The Settlement Administrator shall

maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Class Settlement Payment.*

LL. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

MM. “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants La Villa Tacos, LLC as non-exempt employee during the Class Period in California.

II. RECITALS

A. On June 26, 2024, Plaintiff filed a Class Action complaint in the Kern County Superior Court, Case No. BCV-24-102155 (the “Class Action”) against Defendant La Villa Tacos, LLC and a second entity, Tacos De La Villa, LLC, alleging the following eight causes of action: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to pay minimum wages in violation of Cal. Lab. Code §§1194, 1197 & 1197.1; (3) Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to provide required meal periods in violation of Cal. Lab. Code §§226.7 & 512 and the applicable IWC Wage Order; (5) Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 and the applicable IWC Wage Order; (6) Failure to provide accurate itemized statements in violation of Cal. Lab. Code §226; (7) Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; and (8) Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802 (the “Class Action”).

B. Also on June 26, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant La Villa Tacos, LLC and Tacos De La Villa, LLC.

- 1 C. On October 28, 2024, the Parties stipulated to dismiss all claims against Tacos De La
2 Villa, LLC, without prejudice.
- 3 D. On August 27, 2025, Plaintiff and Defendants participated in an all-day mediation
4 presided over by Monique Ngo-Bonnici, Esq., an experienced mediator of wage and
5 hour class and PAGA actions. The Parties reached an agreement for settlement, which
6 was subsequently memorialized in the form of a Memorandum of Understanding.
- 7 A. On September 11, 2025, Plaintiff submitted an amended PAGA Notice to the LWDA,
8 and served the same on Defendants, which notified the LWDA that Plaintiff had
9 identified Doe Defendant 1 as Danny Nunez. On the same day, Plaintiff sent a
10 separate notice to the LWDA (and served the same on Defendants) notifying it that it
11 was dismissing its claims against Tacos De La Villa, LLC without prejudice, which
12 may have been erroneously named.
- 13 B. On October 8, 2025, Plaintiff amended his Class Action complaint to identify Danny
14 Nunez as Doe Defendant 1.
- 15 C. On November 20, 2025, Plaintiff amended his complaint in the PAGA Action to add
16 Danny Nunez as a named Defendant.
- 17 D. Prior to the filing of Plaintiff's Motion for Preliminary Approval, in furtherance of
18 settlement, Plaintiff will file an Amended Complaint in the Class Action, which will
19 add all of the facts, theories and alleged California Labor Code violations for Civil
20 Penalties pursuant PAGA as alleged in the PAGA Notices submitted on June 26, 2025
21 and September 11, 2025, as well as all of the facts, theories, and alleged California
22 Labor Code violations, as alleged in the operative complaint in the PAGA Action
- 23 E. The Class Representative believes he has claims based on alleged violations of the
24 California Labor Code and the Industrial Welfare Commission Wage Orders, and that
25 class certification is appropriate because the prerequisites for class certification can
26 be satisfied in the Action, and this Action is manageable as a PAGA representative
27 action.
- 28

1 F. Defendants expressly deny any liability or wrongdoing whatsoever associated with
2 the claims alleged in the Action, dispute any wages, damages and penalties claimed
3 by the Class Representatives, alleged in the operative complaint, and/or alleged in the
4 Class Representative's LWDA Notices are owed, and further contend that, for any
5 purpose other than settlement, the Action are not appropriate for class or
6 representative action treatment. Defendants contend, among other things, that at all
7 times they complied with the California Labor Code and the Industrial Welfare
8 Commission Wage Orders.

9 G. The Class Representative is represented by Class Counsel. Class Counsel asserts that
10 they investigated the facts relevant to the Action, including conducting an
11 independent investigation as to the allegations, reviewing documents and information
12 exchanged through informal discovery, and reviewing documents and information
13 provided by Defendants pursuant to informal requests for information to prepare for
14 mediation. Defendants produced for the purpose of settlement negotiations certain
15 employment data concerning the Class, which Class Counsel reviewed and analyzed
16 with the assistance of an expert. Based on their own independent investigation and
17 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is
18 fair, reasonable, and adequate, and is in the best interest of the Class considering all
19 known facts and circumstances, including the risks of significant delay, defenses
20 asserted by Defendants, uncertainties regarding class certification, and numerous
21 potential appellate issues. Although it denies any liability, Defendants agree to this
22 Settlement solely to avoid the inconveniences and cost of further litigation. The
23 Parties and their counsel have agreed to settle the claims on the terms set forth in this
24 Agreement.

25 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
26 other agreements, understandings, or representations between the Parties. This
27 Agreement represents a compromise and settlement of highly disputed claims.
28 Nothing in this Agreement is intended, will be construed as, or shall constitute an

admission by Defendants that the claims in the Action of Plaintiff, the Class Members, or the Aggrieved Employees have merit, that any allegation made by Plaintiff or Plaintiff's counsel is accurate, or that Defendants bear any liability to Plaintiff, the Class, or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of the Individual Class Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the

1 Defendants' share of employer payroll taxes and as provided by the escalator
2 clause outlined in Section III.A.2 below, Defendants shall not be required to
3 pay more than the Gross Settlement Amount.

4 2. Class Size. It is estimated that there are 785 Class Members who worked
5 approximately 45,000 workweeks during the Class Period. If the actual
6 number of Workweeks worked during the Class Period exceeds the above
7 number by more than 10% (i.e. more than 49,500 workweeks), then
8 Defendants shall have the option of: (a) increasing the Gross Settlement
9 Amount by the percentage increase in the number of Workweeks worked by
10 Class Members above 10% (e.g. if the number of Workweeks increases by
11 11%, the Gross Settlement Amount will increase by 1%), or (b) rolling back
12 the release period to the date on which 49,500 Workweeks is met. No later
13 April 16, 2026, Defendants will provide the Settlement Administrator with the
14 Class Data in order to ensure the Settlement Administrator has sufficient time
15 to prepare a declaration prior to the filing of the Motion for Preliminary
16 Approval.

17 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
18 into the QSF, through the Settlement Administrator in two equal installments:
19 (a) fifty percent (50%) of the Gross Settlement Amount shall be paid thirty
20 (30) days after Final Approval of the settlement (the "First Installment
21 Payment"), and (b) the remaining fifty percent (50%) shall be due by January
22 26, 2028. Any interest accrued will be added to the NSA and distributed to the
23 Settlement Class Members except that if final approval is reversed on appeal,
24 then Defendants are entitled to prompt return of the principal and all interest
25 accrued.

26 4. Defendants' Share of Payroll Taxes. The employer's share of payroll taxes
27 shall not be paid from the Gross Settlement Amount and shall be paid together
28

1 with the Gross Settlement Amount by Defendants' on or before the Funding
2 Date.

3 B. Release by Settlement Class Members. Upon Entry of final judgment and Defendants
4 fully funding the Gross Settlement Amount and employer's share of payroll taxes,
5 Plaintiff and the Settlement Class Members release the Released Parties from the
6 Released Class Claims for the Class Period.

7 C. Release by the Aggrieved Employees. Upon entry of final judgment and Defendants
8 fully funding the Gross Settlement Amount and employer's share of payroll taxes, in
9 exchange for the consideration set forth in this Agreement, Plaintiff, the LWDA and
10 the State of California release the Released Parties from the Released PAGA Claims
11 for the PAGA Period. As a result of this release, the Aggrieved Employees shall be
12 precluded from bringing claims against Defendants for the Released PAGA Claims.

13 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth in
14 this Agreement, Plaintiff, on his own behalf and on behalf of any of his grantees,
15 agents, spouses, children, beneficiaries, exempt employees, heirs, devisees, trustees,
16 partners, executors, administrators, representatives, attorneys, fiduciaries, successors,
17 assigns, and any other person or entity claiming through or on behalf of him, waives,
18 releases, acquits and forever discharges, to the full extent permitted by law, the
19 Released Parties from any and all claims, whether known or unknown, which exist or
20 may exist on either Plaintiff's behalf as of the date of this Agreement, including but
21 not limited to any and all tort claims, contract claims, wage claims, wrongful
22 termination claims, disability claims, benefit claims, public policy claims, retaliation
23 claims, statutory claims, personal injury claims, emotional distress claims, invasion of
24 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and
25 all claims arising under any federal, state or other governmental statute, law, regulation
26 or ordinance, including, but not limited to claims for violation of the Fair Labor
27 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
28 Welfare Commission, other state wage and hour laws, the Americans with Disabilities

1 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
2 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
3 Employment and Housing Act, the California Family Rights Act, the Family Medical
4 Leave Act, California's Whistleblower Protection Act, California Business and
5 Professions Code Section 17200 et seq., and any and all claims arising under any
6 federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also
7 waives and relinquishes any and all claims, rights or benefits that he may have under
8 California Civil Code Section 1542, which provides as follows:

9
10 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
11 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
12 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
13 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
14 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
15 ***OR RELEASED PARTY.***

16 Thus, notwithstanding the provisions of section 1542, and to implement a full and
17 complete release and discharge of the Released Parties, Plaintiff expressly
18 acknowledges this Settlement Agreement is intended to include in its effect, without
19 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
20 the time of signing this Settlement Agreement, and that this Settlement Agreement
21 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
22 has read this Settlement Agreement, including this waiver of California Civil Code
23 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
24 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
25 about the waiver of section 1542, and that Plaintiff understands this Settlement
26 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
27 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
28 discover facts different from or in addition to those Plaintiff now knows or believe to

1 be true regarding the matters released or described in this Settlement Agreement, and
2 even so Plaintiff agrees that the releases and agreements contained in this Settlement
3 Agreement shall remain effective in all respects notwithstanding any later discovery
4 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
5 mistake in connection with the true facts involved in the matters, disputes, or
6 controversies released or described in this Settlement Agreement or with regard to any
7 facts now unknown to Plaintiff relating thereto

8 E. Conditions Precedent: This Settlement will become final and effective only upon the
9 occurrence of all of the following events:

- 10 1. The Court enters an order granting preliminary approval of the Settlement;
- 11 2. The Court enters an order granting final approval of the Settlement and a Final
12 Judgment;
- 13 3. The Effective Date has occurred; and
- 14 4. Defendants fully fund the Gross Settlement Amount

15 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
16 approve this Settlement Agreement, it fails to become effective, or is reversed,
17 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants
18 from obtaining a complete resolution of the Release by Settlement Class Members and
19 Release by the Aggrieved Employees:

- 20 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
21 and shall not be admissible in any judicial, administrative, or arbitral
22 proceeding for any purpose or with respect to any issue, substantive or
23 procedural;
- 24 2. The conditional class certification (obtained for any purpose) shall be void *ab*
25 *initio* and of no force or effect, and shall not be admissible in any judicial,
26 administrative, or arbitral proceeding for any purpose or with respect to any
27 issue, substantive or procedural; and
28

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Actions, including with respect to the issue of class certification.

G. Failure to Fund: In the event that Defendants fail to fund the Gross Settlement Amount, Plaintiff shall be entitled to all reasonable attorneys' fees, costs and interest in any proceeding to enforce the terms of this Agreement. Moreover, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date if such notices are needed, due to Defendants' failure to fully fund the Gross Settlement Amount

H. Certification of the Class. The Parties agree to stipulate to class certification, for purposes of settlement only, as to the Class defined above and related to the Released Class Claims. This Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense, and uncertainty of litigation. It is expressly understood and agreed that nothing contained in the agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of Defendants or any of the Released Parties. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed the Individual Settlement Payments

1 and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment
2 described and will be solely responsible for any penalties or other obligations resulting
3 from their personal tax reporting of Individual Settlement Payments and/or Aggrieved
4 Employees' individual shares of the Aggrieved Employee Payment.

5 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
6 the "acknowledging party" and each Party to this Agreement other than the
7 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
8 of this Agreement, and no written communication or disclosure between or among the
9 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
10 such communication or disclosure constitute or be construed or be relied upon as, tax
11 advice within the meaning of United States Treasury Department circular 230 (31 CFR
12 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
13 her or its own, independent legal and tax counsel for advice (including tax advice) in
14 connection with this Agreement, (b) has not entered into this Agreement based upon
15 the recommendation of any other Party or any attorney or advisor to any other Party,
16 and (c) is not entitled to rely upon any communication or disclosure by any attorney
17 or adviser to any other party to avoid any tax penalty that may be imposed on the
18 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
19 any limitation that protects the confidentiality of any such attorney's or adviser's tax
20 strategies (regardless of whether such limitation is legally binding) upon disclosure by
21 the acknowledging party of the tax treatment or tax structure of any transaction,
22 including any transaction contemplated by this Agreement.

23 K. Preliminary Approval Motion. Class Counsel shall draft and file a Motion for
24 Preliminary Approval within seventy-five (75) days of the execution of this
25 Agreement. Defendants will cooperate with Plaintiff in providing information to the
26 Court necessary to obtain Court approval of the settlement. Plaintiff will provide
27 Defendants with a draft of the Motion and any proposed order at least three (3) business
28

1 days prior to the filing of the Motion to give Defendants an opportunity to review and
2 comment upon the Motion.

3 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
4 establishing and administering the QSF; calculating, processing and mailing payments
5 to the Class Representative, Class Counsel, LWDA, Class Members, and Aggrieved
6 Employees; printing and mailing the Notice Packets to the Class Members and
7 Aggrieved Employees as directed by the Court, including any necessary Spanish
8 translations; receiving and reporting the objections and requests for exclusion;
9 calculating, deducting and remitting all legally required taxes from Individual Class
10 Settlement Payments and distributing tax forms for the Wage Portion and the Penalty
11 Portion of the Individual Class Settlement Payments and the Aggrieved Employees'
12 individual shares of the Aggrieved Employee Payment; processing and mailing tax
13 payments to the appropriate state and federal taxing authorities; providing
14 declaration(s) as necessary in support of preliminary and/or final approval of this
15 Settlement; and other tasks as the Parties mutually agree or the Court orders the
16 Settlement Administrator to perform. The Settlement Administrator shall keep the
17 Parties timely apprised of the performance of all Settlement Administrator
18 responsibilities by among other things, sending a weekly status report to the Parties'
19 counsel stating the date of the mailing, the number of opt outs from the Settlement it
20 receives (including the numbers of valid and deficient), and number of objections
21 received.

22 M. Notice Procedure.

- 23 1. Class Data. No later than April 16, 2026(30 days after execution of the Parties'
24 Memorandum of Understanding), Defendants shall provide the Settlement
25 Administrator with the Class Data in order to ensure the Settlement
26 Administrator has sufficient time to prepare a declaration prior to the filing of
27 the Motion for Preliminary Approval, and for purposes of preparing and
28 mailing Notice Packets to the Class Members.

1 2. Notice Packets.

2 a) The Notice Packet shall contain the Notice of Class Action Settlement
3 in a form substantially similar to the form attached as **Exhibit A**. The
4 Notice of Class Action Settlement shall inform Class Members and
5 Aggrieved Employees that they need not do anything in order to
6 receive an Individual Class Settlement Payment and/or Aggrieved
7 Employees' individual shares of the Aggrieved Employee Payment
8 and to keep the Settlement Administrator apprised of their current
9 mailing address, to which the Individual Class Settlement Payments
10 and/or Aggrieved Employees' individual shares of the Aggrieved
11 Employee Payment will be mailed following the First Installment
12 Payment. The Notice of Class and Representative Action Settlement
13 shall set forth the release to be given by all members of the Class who
14 do not request to be excluded from the Settlement Class and/or
15 Aggrieved Employees in exchange for an Individual Class Settlement
16 Payment and/or Aggrieved Employees' individual shares of the
17 Aggrieved Employee Payment, the number of Workweeks worked by
18 each Class Member during the Class Period, and number of PAGA
19 Periods worked by each Aggrieved Employee during the PAGA
20 Period, if any, and the estimated amount of their Individual Class
21 Settlement Payment if they do not request to be excluded from the
22 Settlement and each Aggrieved Employees' individual share of the
23 Aggrieved Employee Payment, if any. The Settlement Administrator
24 shall use the Class Data to determine Class Members' Workweeks and
25 PAGA Pay Periods. The Notice will also advise the Aggrieved
26 Employees that they will release the Released PAGA Claims and will
27 receive their share of the Aggrieved Employee Payment regardless of
28 whether they request to be excluded from the Settlement.

1 b) The Notice Packet's mailing envelope shall include the following
2 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
3 ENTITLED TO PARTICIPATE IN A CLASS ACTION
4 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
5 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
6 NOTICE."

7 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement
8 Administrator will perform a search based on the National Change of Address
9 Database to update and correct any known or identifiable address changes. No
10 later than fourteen (14) calendar days after the Court grants preliminary
11 approval of the Settlement, the Settlement Administrator shall mail copies of
12 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
13 Settlement Administrator shall exercise its best judgment to determine the
14 current mailing address for each Class Member. The address identified by the
15 Settlement Administrator as the current mailing address shall be presumed to
16 be the best mailing address for each Class Member.

17 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
18 Administrator as non-delivered on or before the Response Deadline shall be
19 re-mailed to any forwarding address provided within seven (7) days of
20 receiving the returned notice. If no forwarding address is provided, the
21 Settlement Administrator shall promptly attempt to determine a correct
22 address by lawful use of skip-tracing, or other search using the name, address
23 and/or Social Security number of the Class Member involved, and shall then
24 perform a re-mailing, if another mailing address is identified by the Settlement
25 Administrator. In addition, if any Class Member who is currently employed
26 by Defendants is returned to the Settlement Administrator as non-delivered
27 and no forwarding address is provided, the Settlement Administrator shall
28 notify Defendants. Defendants will request that the currently employed Class

1 Member provide a corrected address and transmit to the Settlement
2 Administrator any corrected address provided by the Class Member. Class
3 Members who received a re-mailed Notice Packet shall have their Response
4 Deadline extended fourteen (14) days from the original Response Deadline.

5 5. Disputes Regarding Individual Settlement Payments. Class Members will
6 have the opportunity, should they disagree with Defendants' records regarding
7 the start and end dates of employment, to provide documentation and/or an
8 explanation to show contrary dates. If there is a dispute, the Settlement
9 Administrator will consult with Defendants' Counsel in an attempt to resolve
10 any such challenges. The Settlement Administrator shall determine the
11 eligibility for, and the amounts of, any Individual Settlement Payments under
12 the terms of this Agreement. The Settlement Administrator's determination of
13 the eligibility for and amount of any Individual Settlement Payment shall be
14 final and not appealable or otherwise susceptible to challenge by the Class
15 Member and the Parties.

16 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
17 by the Settlement Administrator concerning the administration of the
18 Settlement will be resolved by the Court under the laws of the State of
19 California. Before any such involvement of the Court, counsel for the Parties
20 will confer in good faith to resolve the disputes without the necessity of
21 involving the Court.

22 7. Exclusions. The Notice of Class and Representative Action Settlement
23 contained in the Notice Packet shall state that Class Members who wish to
24 exclude themselves from the Settlement must submit a signed copy of the
25 Request for Exclusion form to the Settlement Administrator by the Response
26 Deadline. The Request for Exclusion will not be valid if it is not timely
27 submitted, if it is not signed by the Class Member, or if it does not contain the
28 name and address and last four digits of the Social Security number of the

1 Class Member. The date of the postmark on the mailing envelope or fax stamp
2 on the Request for Exclusion shall be the exclusive means used to determine
3 whether the request for exclusion was timely submitted. Any Class Member
4 who submits a timely Request for Exclusion shall be excluded from the
5 Settlement Class will not be entitled to an Individual Class Settlement
6 Payment and will not be otherwise bound by the terms of the Settlement or
7 have any right to object, appeal, or comment thereon. However, any Class
8 Member that submits a timely Request for Exclusion that is also an Aggrieved
9 Employee will still receive his/her pro rata share of the Aggrieved Employee
10 Payment, as specified below, and in consideration, will be bound by the
11 Released PAGA Claims as set forth herein. Class Members who fail to submit
12 a valid and timely Request for Exclusion on or before the Response Deadline
13 shall be bound by all terms of the Settlement and any final judgment entered
14 in this Action if the Court approves the Settlement. No later than seven (7)
15 calendar days after the Response Deadline, the Settlement Administrator shall
16 provide counsel for the Parties with a final list of the Class Members who have
17 timely submitted timely Requests for Exclusion. Defendants retain the right,
18 in the exercise of its sole discretion, to nullify the settlement within twenty-
19 one (21) days after expiration of the exclusion period, if ten percent (10%) or
20 more of Class Members exclude themselves from the Settlement. At no time
21 shall any of the Parties or their counsel seek to solicit or otherwise encourage
22 members of the Class to submit Requests for Exclusion from the Settlement.

- 23 8. Objections. The Notice of Class and Representative Action Settlement
24 contained in the Notice Packet shall state that Class Members who wish to
25 object to the Settlement may submit to the Settlement Administrator a written
26 statement of objection (“Notice of Objection”) by the Response Deadline. The
27 postmark date of mailing shall be deemed the exclusive means for determining
28 that a Notice of Objection was served timely. The Notice of Objection, if in

1 writing, must be signed by the Settlement Class Member and state: (1) the
2 case name and number; (2) the name of the Settlement Class Member; (3) the
3 address of the Settlement Class Member; (4) the last four digits of the
4 Settlement Class Member's Social Security number; (5) the basis for the
5 objection; and (6) if the Settlement Class Member intends to appear at the
6 Final Approval/Settlement Fairness Hearing. Settlement Class Members who
7 fail to make objections in writing in the manner specified above may still make
8 their objections orally at the Final Approval/Settlement Fairness Hearing with
9 the Court's permission. Settlement Class Members will have a right to appear
10 at the Final Approval/Settlement Fairness Hearing to have their objections
11 heard by the Court regardless of whether they submitted a written objection.
12 At no time shall any of the Parties or their counsel seek to solicit or otherwise
13 encourage Class Members to file or serve written objections to the Settlement
14 or appeal from the Order and Final Judgment. Class Members who submit a
15 written request for exclusion may not object to the Settlement. Class Members
16 may not object to the PAGA Payment.

17 N. Allocation of the Gross Settlement Amount.

- 18 1. Calculation of Individual Class Settlement Payments. Individual Class
19 Settlement Payments shall be paid from the Net Settlement Amount and shall
20 be paid pursuant to the formula set forth herein. Using the Class Data, the
21 Settlement Administrator shall add up the total number of Workweeks for all
22 Class Members. The Workweeks will be calculated based on Defendants'
23 workweek data and will be presumed to be correct, unless a particular Class
24 Member proves otherwise to the Settlement Administrator by credible written
25 evidence. The respective Workweeks for each Class Member will be divided
26 by the total Workweeks for all Class Members, resulting in the Payment Ratio
27 for each Class Member. Each Class Member's Payment Ratio will then be
28 multiplied by the Net Settlement Amount to calculate each Class Member's

1 estimated Individual Class Settlement Payment. Each Individual Class
2 Settlement Payment will be reduced by any legally mandated employee tax
3 withholdings (e.g., employee payroll taxes, etc.). Individual Class Settlement
4 Payments for Class Members who submit valid and timely requests for
5 exclusion will be redistributed to Settlement Class Members who do not
6 submit valid and timely requests for exclusion on a pro rata basis based on
7 their respective Payment Ratios.

8 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
9 Class Data, the Settlement Administrator shall add up the total number of
10 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
11 The respective PAGA Pay Periods for each Aggrieved Employees will be
12 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
13 in the PAGA Payment Ratio for each Aggrieved Employee. Each Aggrieved
14 Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved
15 Employee Payment to calculate each Aggrieved Employee's estimated share
16 of the Aggrieved Employee Payment.

17 3. Allocation of Individual Class Settlement Payments. For tax purposes,
18 Individual Class Settlement Payments shall be allocated and treated as 30%
19 wages ("Wage Portion") and 70% penalties, interest, and other non-wage
20 damages ("Penalty Portion"). The Wage Portion of the Individual Class
21 Settlement Payments shall be reported on IRS Form W-2, and Penalty Portion
22 of the Individual Class Settlement Payments shall be reported on IRS Form
23 1099-MISC issued by the Settlement Administrator.

24 4. Allocation of Aggrieved Employee Payments. For tax purposes, all Aggrieved
25 Employee individual shares of the Aggrieved Employee Payment shall be
26 allocated and treated as 100% penalties and interest and shall be reported on
27 IRS Form 1099.
28

1 5. No Credit Toward Benefit Plans. The Individual Class Settlement Payments
2 and individual shares of the Aggrieved Employee Payment made to
3 Settlement Class Members and/or Aggrieved Employees under this
4 Settlement Agreement, as well as any other payments made pursuant to this
5 Settlement Agreement, will not be utilized to calculate any additional benefits
6 under any benefit plans to which any Class Members may be eligible,
7 including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
8 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
9 other benefit plan. Rather, it is the Parties' intention that this Settlement
10 Agreement will not affect any rights, contributions, or amounts to which any
11 Class Members may be entitled under any benefit plans.

12 6. All monies received by Settlement Class Members under the Settlement which
13 are attributable to wages shall constitute income to such Settlement Class
14 Members solely in the year in which such monies are received by the Settlement
15 Class Members. It is the intent of the Parties that Individual Class Settlement
16 Payments and individual shares of the Aggrieved Employee Payment provided
17 for in this Settlement agreement are the sole payments to be made by Defendants
18 to Settlement Class Members and/or Aggrieved Employees in connection with
19 this Settlement Agreement, with the exception of Plaintiff, and that the
20 Settlement Class Members and/or Aggrieved Employees are not entitled to any
21 new or additional compensation or benefits as a result of having received the
22 Individual Class Settlement Payments and/or their shares of the Aggrieved
23 Employee Payment.

24 7. Mailing. One half of the Individual Class Settlement Payments and one half
25 of the individual shares of the Aggrieved Employee Payment shall be mailed
26 by regular First-Class U.S. Mail to Settlement Class Members' and/or
27 Aggrieved Employees' last known mailing address no later than fourteen (14)
28 calendar days after the First Installment Payment is made. The second half of

1 the Individual Class Settlement Payments and second half of the individual
2 shares of the Aggrieved Employee Payment shall be mailed by regular First-
3 Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees'
4 last known mailing address no later than fourteen (14) calendar days after the
5 Second Installment Payment is made.

6 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
7 Employees shall remain valid and negotiable for one hundred and eighty (180)
8 days from the date of their issuance. If a Settlement Class Member and/or
9 Aggrieved Employees does not cash his or her settlement check within ninety
10 (90) days, the Settlement Administrator will send a letter to such persons,
11 advising that the check will expire after the 180th day, and invite that
12 Settlement Class Member and/or Aggrieved Employees to request reissuance
13 in the event the check was destroyed, lost, or misplaced. In the event an
14 Individual Settlement Payment and/or Aggrieved Employees' individual
15 share of the PAGA Payment check has not been cashed within one hundred
16 and eighty (180) days, all funds represented by such uncashed checks, plus
17 any interest accrued thereon, shall be transmitted to the State Controller's
18 Unclaimed Property Fund in the name of the Class Member/Aggrieved
19 Employee who did not claim the funds.

20 9. Service Award. In addition to the Individual Class Settlement Payment as a
21 Settlement Class Member and his individual share of the Aggrieved Employee
22 Payment, Plaintiff will apply to the Court for an award of not more than
23 \$10,000.00 as a Service Award. Defendants will not oppose a Service Award
24 of not more than \$10,000.00 for Plaintiff. The Settlement Administrator shall
25 pay the one half of the Service Award, either in the amount stated herein if
26 approved by the Court or some other amount as approved by the Court, to
27 Plaintiff from the Gross Settlement Amount no later than fourteen (14)
28 calendar days after the First Installment Payment is made. The Settlement

1 Administrator shall pay the second half of the Service Award, either in the
2 amount stated herein if approved by the Court or some other amount as
3 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
4 than fourteen (14) calendar days after the Second Installment Payment is
5 made. Any portion of the requested Service Award that is not awarded to the
6 Class Representative shall be part of the Net Settlement Amount and shall be
7 distributed to Settlement Class Members as provided in this Agreement. The
8 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
9 for his Service Award. Plaintiff shall be solely and legally responsible to pay
10 any and all applicable taxes on his Service Award and shall hold harmless the
11 Released Parties from any claim or liability for taxes, penalties, or interest
12 arising as a result of the Service Award. Approval of this Settlement shall not
13 be conditioned on Court approval of the requested amount of the Service
14 Award. If the Court reduces or does not approve the requested Service Award,
15 Plaintiff shall not have the right to revoke the Settlement, and it will remain
16 binding.

- 17 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
18 for Attorneys' Fees not to exceed thirty-five percent of the Gross Settlement
19 Amount currently estimated to be One Hundred Fifty-Seven Thousand Five
20 Hundred Dollars and Zero Cents (\$157,500.00) **and** Attorneys' Expenses
21 supported by declaration, and according to proof, not to exceed Forty
22 Thousand Dollars and Zero Cent (\$40,000.00). Any awarded Class Counsel
23 Award shall be paid from the Gross Settlement Amount. Any portion of the
24 requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to
25 Class Counsel shall be part of the Net Settlement Amount and shall be
26 distributed to Settlement Class Members as provided in this Agreement. The
27 Settlement Administrator shall allocate and pay one half of the Attorneys'
28 Fees to Class Counsel from the Gross Settlement Amount no later than

1 fourteen (14) calendar days after the First Installment Payment is made. The
2 Settlement Administrator shall allocate and pay the second half of the
3 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later
4 than fourteen (14) calendar days after the Second Installment Payment is
5 made. Class Counsel shall be solely and legally responsible to pay all
6 applicable taxes on the payment made pursuant to this paragraph. The
7 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
8 Counsel for the payments made pursuant to this paragraph. If the Court
9 reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class
10 Counsel shall not have the right to revoke the Settlement, or to appeal such
11 order, and the Settlement will remain binding.

12 11. PAGA Payment. Thirty Thousand Dollars and Zero Cents
13 (\$30,000.00) shall be allocated from the Gross Settlement Amount for
14 settlement of claims for civil penalties under PAGA (PAGA Payment as
15 defined above). The Settlement Administrator shall pay sixty-five percent
16 (65%) of the PAGA Payment (\$19,500.00) to the California Labor and
17 Workforce Development Agency (LWDA Payment as defined above). Thirty-
18 five percent (35%) of the PAGA Payment (\$10,500.00) will be distributed to
19 the Aggrieved Employees as described in Section III(N)(2) of this Agreement
20 (Aggrieved Employee Payment as defined above). The Settlement
21 Administrator shall allocate and pay one half of the LWDA Payment from the
22 Gross Settlement Amount no later than fourteen (14) calendar days after the
23 First Installment Payment is made. The Settlement Administrator shall
24 allocate and pay one half of the Aggrieved Employee Payment from the Gross
25 Settlement Amount no later than fourteen (14) calendar days after the First
26 Installment Payment is made. The Settlement Administrator shall allocate and
27 pay the second half of the LWDA Payment from the Gross Settlement Amount
28 no later than fourteen (14) calendar days after the Second Installment Payment

1 is made. The Settlement Administrator shall allocate and pay the second half
2 of the Aggrieved Employees Payment from the Gross Settlement Amount no
3 later than fourteen (14) calendar days after the Second Installment Payment is
4 made. For purposes of distributing the PAGA Payment to the Aggrieved
5 Employees, each Aggrieved Employee shall receive their pro-rata share of the
6 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
7 above.

8 12. Settlement Administration Costs. The Settlement Administrator shall be paid
9 for the costs of administration of the Settlement from the Gross Settlement
10 Amount. The estimate of the Settlement Administration Costs is \$XXX. The
11 Settlement Administrator shall be paid one half of the Settlement
12 Administration Costs no later than fourteen (14) calendar days after the First
13 Installment Payment is made. The Settlement Administrator shall be paid the
14 second half of the Settlement Administration Costs no later than fourteen (14)
15 calendar days after the Second Installment Payment is made.

16 O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
17 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
18 twenty-eight (28) days following the expiration of the Response Deadline, which
19 motion shall request final approval of the Settlement and a determination of the
20 amounts payable for the Service Award, Attorneys' Fees, Attorneys' Expenses, the
21 PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide
22 Defendants with a draft of the Motion and proposed order at least three (3) business
23 days prior to the filing of the Motion to give Defendants an opportunity to propose
24 changes or additions to the Motion.

25 1. Declaration by Settlement Administrator. No later than seven (7) days after
26 the Response Deadline, the Settlement Administrator shall submit a
27 declaration in support of Plaintiff's motion for final approval of this
28 Settlement detailing the number of Notice Packets mailed and re-mailed to

1 Class Members, the number of undeliverable Notice Packets, the number of
2 timely requests for exclusion, the number of objections received, the amount
3 of the average, lowest, and highest Individual Class Settlement Payments, the
4 amount of the average, lowest, and highest individual shares of the Aggrieved
5 Employee Payment, the Settlement Administration Costs, and any other
6 information as the Parties mutually agree or the Court orders the Settlement
7 Administrator to provide.

8 2. Final Approval Order and Judgment. Class Counsel shall present an Order
9 Granting Final Approval of Class Action Settlement to the Court for its
10 approval, and Judgment thereon, at the time Class Counsel files the Motion
11 for Final Approval.

12 P. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an
13 opportunity for Counsel for Defendants to review the Motions for Preliminary and
14 Final Approval, including the Order Granting Final Approval of Class Action
15 Settlement, and Judgment at least three (3) business days in advance of filing with the
16 Court. The Parties and their counsel will cooperate with each other and use their best
17 efforts to affect the Court's approval of the Motions for Preliminary and Final
18 Approval of the Settlement, and entry of Judgment.

19 Q. Cooperation. The Parties and their counsel will cooperate with each other and use their
20 best efforts to implement the Settlement.

21 R. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
22 except such proceedings necessary to implement and complete the Settlement, pending
23 the Final Approval/Settlement Fairness Hearing to be conducted by the Court. The stay
24 on the Actions shall include, without limitation, a stay on the five-year limitations
25 period to bring the Actions to trial under Code of Civil Procedure section 583.310, as
26 well as any outstanding discovery deadlines.

- 1 S. Amendment or Modification. This Agreement may be amended or modified only by a
2 written instrument signed by counsel for all Parties or their successors-in-interest and
3 approved by the Court.
- 4 T. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
5 Agreement among these Parties, and no oral or written representations, warranties or
6 inducements have been made to any Party concerning this Agreement or its Exhibit
7 other than the representations, warranties and covenants contained and memorialized
8 in this Agreement and its Exhibit.
- 9 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate
11 this Agreement and to take all appropriate actions required or permitted to be taken by
12 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
13 documents required to effectuate the terms of this Agreement. The persons signing this
14 Agreement on behalf of Defendants represent and warrant that he/she is authorized to
15 sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that he
16 is authorized to sign this Agreement and that he has not assigned any claim, or part of
17 a claim, covered by this Settlement to a third-party.
- 18 V. No Public Comment. The Parties and their counsel agree that they will not issue any
19 press releases, initiate any contact with the press, respond to any press inquiry, or have
20 any communication with the press about the fact, amount, or terms of the Settlement
21 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
22 of its terms for any marketing or promotional purposes. Nothing herein will restrict
23 Class Counsel from including publicly available information regarding this settlement
24 in future judicial submissions regarding Class Counsel's qualifications and experience.
25 Further, Class Counsel will not include, reference, or use the Settlement Agreement
26 for any marketing or promotional purposes, either before or after the Motion for
27 Preliminary Approval is filed.
- 28

- 1 W. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California
5 without regard to its conflict of laws provisions.
- 6 Y. Counterparts. This Agreement may be executed in one or more counterparts. All
7 executed counterparts and each of them shall be deemed to be one and the same
8 instrument provided that counsel for the Parties to this Agreement shall exchange
9 among themselves copies or originals of the signed counterparts.
- 10 Z. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
11 is a fair, adequate, and reasonable settlement of the Actions and have arrived at this
12 Settlement after extensive arms-length negotiations, taking into account all relevant
13 factors, present and potential.
- 14 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
15 respect to the interpretation, implementation, and enforcement of the terms of this
16 Agreement and all orders and judgments entered in connection therewith, and the
17 Parties and their counsel submit to the jurisdiction of the Court for purposes of
18 interpreting, implementing and enforcing the Settlement and all orders and judgments
19 entered in connection with this Agreement.
- 20 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
21 the Court shall first attempt to construe the provisions valid to the fullest extent
22 possible consistent with applicable precedents so as to define all provisions of this
23 Agreement valid and enforceable.
- 24 CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
25 intend to pursue any claims against the Released Parties, including, but not limited to,
26 any and all claims relating to or arising from Plaintiff's employment with Defendants,
27 regardless of whether Class Counsel is currently aware of any facts or legal theories
28 upon which any claims or causes of action could be brought against Released Parties,

including those facts or legal theories alleged in the operative complaint in the Actions.
The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorneys' fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: **05/26/2026**

 (May 26, 2026 12:04:57 PDT)

Jorge Damian

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

La Villa Tacos, LLC.

Printed Name

Title

including those facts or legal theories alleged in the operative complaint in the Actions. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorneys' fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

Jorge Damian

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 14/05/26 _____


Danny Nunez (May 14, 2026 12:26:07 PDT)

La Villa Tacos, LLC.

Danny Nunez

Printed Name

President

Title

1
2 DATED: 14/05/26
3



Danny Nunez (May 14, 2026 12:26:07 PDT)

Danny Nunez

4
5 Printed Name
6

7 IT IS SO AGREED AS TO FORM, ONLY, BY COUNSEL:
8

9 DATED: _____

JCL LAW FIRM, A.P.C.

10 By: _____
11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: May 29, 2026

ZAKAY LAW GROUP, APLC

14 By: 
15 Attorneys for Plaintiff and the Settlement Class
16 Members

17 DATED: 14MAY2026

BELDEN BLAINE RAYTIS, LLP

18
19 By: 
20 Brian Hill, Esq.
21 Kaleb L. Judy, Esq.
22 Attorneys for Defendants
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DATED: _____

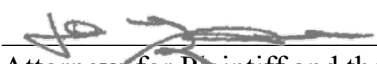
Danny Nunez

Printed Name

IT IS SO AGREED AS TO FORM, ONLY, BY COUNSEL:

DATED: May 12, 2026

JCL LAW FIRM, A.P.C.

By:  _____
Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

BELDEN BLAINE RAYTIS, LLP

By: _____
Brian Hill, Esq.
Kaleb L. Judy, Esq.
Attorneys for Defendants