

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

HALEY HALKIAS (“Plaintiff”), on behalf of herself, the Class, the State of California, and Aggrieved Employees, and Defendants **RIVETS AMERICAN GRILL, INC. d/b/a Rivets American Grill, 4R CLOVER, INC. d/b/a P. Wexford’s Pub, CENTRAL PRO CLEANERS, INC., dba The Taco Shop, TRIPLE R WAGNER, INC. d/b/a The Boardroom, R WAGNER ENTERPRISES, INC. d/b/a Nino’s Place, 4R RESTAURANTS, INC., dba Valley Inn, CENTRALCA Restaurants, Inc., dba Retro and ROMAN T. WAGNER** (together, the “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “**Action**” means the Plaintiff’s lawsuit against Defendants captioned *Haley Halkias, et al. v. Rivets American Grill, Inc.* initiated on November 27, 2024, and amended on April 4, 2025, and pending in the Superior Court of the State of California, County of Stanislaus, Case No. CV-24-009764.
- 1.2 “**Administrator**” means ILYM Group, Inc. (“ILYM”) the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “**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.
- 1.4 “**Aggrieved Employee**” means all current and former non-exempt employees of Defendants in California who worked for Defendants during the PAGA Period.
- 1.5 “**Class**” means all current and former non-exempt employees of Defendants in California who worked for Defendants during the Class Period.
- 1.6 “**Class Counsel**” means Taylor E. Graham and Brent E. Pelton of Pelton Graham LLP.
- 1.7 “**Class Counsel Fees Payment**” and “**Class Counsel Litigation Expenses Payment**” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “**Class Data**” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if available), and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9 **“Class Member”** or **“Settlement Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 **“Class Member Address Search”** means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11 **“Class Notice”** means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, attached as **Exhibit A** and incorporated by reference into this Agreement. [The Class Notice shall be translated into Spanish by the Class Counsel’s Office.]
- 1.12 **“Class Period”** means the period from April 4, 2021, to the date of entry of an Order preliminarily approving this Settlement.
- 1.13 **“Class Representative”** means plaintiff Haley Halkias.
- 1.14 **“Court”** means the Superior Court of California, County of Stanislaus.
- 1.15 **“Defendants”** means named defendants RIVETS AMERICAN GRILL, INC. d/b/a Rivets American Grill, 4R CLOVER, INC. d/b/a P. Wexford’s Pub, CENTRAL PRO CLEANERS, INC., dba The Taco Shop, TRIPLE R WAGNER, INC. d/b/a The Board Room, R WAGNER ENTERPRISES, INC. d/b/a Nino’s Place, CENTRALCA Restaurants, Inc., dba Retro and ROMAN T. WAGNER.
- 1.16 **“Defense Counsel”** means Stacy Henderson and Raquel Arreola Hatfield of Henderson Hatfield P.C.
- 1.17 **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18 **“Employer Payroll Taxes”** means Defendants’ share of any federal, state, and/or local taxes to be withheld from the portion of Participating Class Members’ Individual Class Payment that will be reported on an IRS Form W-2 by the Administrator.

- 1.19 **“Final Approval” or “Final Approval Order”** means the Court’s Order Granting Final Approval of the Settlement.
- 1.20 **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 **“Final Judgment”** means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 **“First Installment Payment”** means the amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00) that Defendants are bound to pay thirty (30) days after the Final Approval Order or on April 1, 2026 (whichever is later).
- 1.23 **“Gross Settlement Amount”** means One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Plaintiff Service Award, Employer Payroll Taxes, and the Administrator’s Expenses Payment.
- 1.24 **“Individual Class Payment”** means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25 **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.26 **“Judgment”** means the judgment entered by the Court based upon the Final Approval.
- 1.27 **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.28 **“LWDA PAGA Payment”** means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.29 **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Plaintiff Service Award, Employer Payroll Taxes, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.30 **“Non-Participating Class Member”** means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31 **“Objector”** means and individual who or Participating Class Member who timely files an objection to this Agreement with the Court and does not include any individuals who request their exclusion of this Agreement.
- 1.32 **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.33 **“PAGA Period”** means the period from April 4, 2024, through the date of entry of an Order preliminarily approving this Settlement.
- 1.34 **“PAGA”** means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).
- 1.35 **“PAGA Notice”** means Plaintiff’s December 17, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.36 **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$3,500.00) and 65% to LWDA (\$6,500.00) in settlement of PAGA claims.
- 1.37 **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38 **“Plaintiff”** means Haley Halkias, the named plaintiff in the Action.
- 1.39 **“Plaintiff Service Award”** means the portion of the Gross Settlement Amount approved by the Court as a reasonable incentive award for representing the interests of the Class Members and for the prosecution of the claims on behalf of the Class Members. The total amount of the Plaintiff Service Award shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00).
- 1.40 **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41 **“Preliminary Approval Order”** means the proposed Court Order Granting Preliminary Approval of PAGA Settlement.
- 1.42 **“Released Class Claims”** means the claims being released as described in Paragraph 5.2 below.
- 1.43 **“Released PAGA Claims”** means the claims being released as described in

Paragraph 5.3 below.

- 1.44 **“Released Parties”** means Defendants, any potential “joint employer” of any Class Members and/or Aggrieved Employees, including without limitation DOES No. 1 to No. 25, and any and all of Defendants’ past, present and/or future subsidiaries, dbas, parents, divisions, related entities, joint venturers, as well as each of their respective owners, co-employers, joint employers, agents, officers, directors, stockholders, shareholders, investors, members, principals, subsidiaries, affiliates, partners, predecessors, successors, assigns, insurers, reinsurers, investors, investment bankers, employees, attorneys, heirs, estates, executors, spouses, domestic partners, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company-sponsored employee benefit plans of any nature, and all other legal entities affiliated with the foregoing, and any other person acting on Defendants’ behalf, individually and in their representative capacities, .
- 1.45 **“Request for Exclusion”** means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member and sent to the Administrator in a timely manner.
- 1.46 **“Response Deadline”** means 60 days after the Administrator mails a Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.47 **“Second and Final Installment”** means the remaining balance owed by Defendants in the amount of Ninety-Five Thousand Dollars and Zero Cents (\$95,000.00), that Defendants are bound to pay no later than three hundred sixty-five (365) days from the date the First Installment Payment was paid by Defendants.
- 1.48 **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49 **“Workweek”** means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On November 27, 2024, Plaintiffs Frank Cisneros (“Cisneros”) and Juana Mendoza Garcia (“Mendoza”) commenced this Action by filing a Complaint alleging causes of action against Defendants Rivets American Grill, Inc., 4R Clover, Inc., Central Pro Cleaners, Inc., Roman T. Wagner, and Does 1 through 25, for: (1) Failure to Pay Overtime Premiums pursuant to Cal. Labor Code §§ 510 *et seq.*, 558.1, 1194

and California IWC Wage Order 5; (2) Failure to Pay Compensation for Split Shifts pursuant to Cal. Labor Code §§ 558, 1194 and California IWC Wage Order 5; (3) Failure to Authorize and Permit Rest Periods pursuant to Cal. Labor Code §§ 226.7, 558.1 and California IWC Wage Order 5; (4) Failure to Provide Meal Periods pursuant to Cal. Labor Code §§ 226.7, 512, 558.1 and California IWC Wage Order 5; (5) Failure to Furnish Accurate Wage Statements pursuant to Cal. Labor Code §§ 226(a), 226.3, 558.1 and California IWC Wage Order No. 5; (6) Failure to Provide Wages When Due pursuant to Cal. Labor Code §§ 201, 202, 203 and 558.1; and (7) Unfair Competition pursuant to Cal. Business and Professions Code §§ 17200-09. On February 3, 2025, Plaintiffs Cisneros and Mendoza entered into individual settlement agreements with the named Defendants and released all their pending claims against Defendants.

- 2.2 On April 4, 2025, newly-named Plaintiff Halkias filed a First Amended Complaint (“FAC”), removing Cisneros and Mendoza as named plaintiffs, removing Central Pro Cleaners, Inc. as a Defendant, adding Triple R Wagner, Inc. and R Wagner Enterprises, Inc. as Defendants, and alleging the same causes of action included in the initial complaint. The FAC is the operative complaint in the Action. Defendants deny any and all allegations of wrongdoing whatsoever.
- 2.3 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs Cisneros and Mendoza gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4 From the filing of the FAC, the Parties engaged in numerous formal and informal discussions to negotiate a possible resolution to the case and Defendants provided to Plaintiff’s Counsel certain documents regarding Defendants’ timekeeping and pay practices, as well as Defendants’ financial condition.
- 2.5 While the Parties initially contemplated retaining a damages expert and engaging in private mediation to attempt an early resolution of the action, after several discussions concerning Defendants’ financial condition and an initial exchange of employment information for the putative class, the Parties ultimately decided to negotiate directly between the Parties (through their counsel) to conserve Defendants’ resources. Through informal discovery, Defendants provided time and pay records for Plaintiff Halkias, along with a spreadsheet detailing for each putative class member (anonymized by employee IDs), their dates of employment during the relevant time period, the restaurant/bar locations in which they worked for Defendants, their status as a full or part-time employee, their regular hourly rate(s), and their total Workweeks during the class period and Pay Periods during the PAGA period. In addition, Defendants provided for a sample of approximately 10% of the putative Class Members, their redacted time and payroll records. Plaintiff’s counsel used the wage and hour documents and data to analyze the potential damages owed to the class for the claims set forth in the FAC. 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 (“*Dunk/Kullar*”).

- 2.6 The Court has not granted class certification.
- 2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$185,000.00 (One Hundred Eighty-Five Thousand Dollars and Zero Cents) in settlement of this matter, and no more as the Gross Settlement Amount which includes all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or 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, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 **To Class Counsel:** A Class Counsel Fees Payment of not more than one-third (33.33%) of the Gross Settlement Amount, which is currently estimated to be \$61,666.67. Defendants will not oppose Plaintiff’s request for Court approval of this payment provided that it does not exceed this amount. A Class Counsel Litigation Expenses Payment for reasonable costs, currently estimated to be \$2,917.88, and provided that Plaintiff’s/Class/PAGA Counsel submits a declaration substantiating the costs. As part of the Final Approval Motion, Plaintiff and/or Class Counsel will file an application or motion for a Class Counsel Fees Payment and/or a Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff’s Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class 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 Administrator Expenses Payment not to exceed \$7,650.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,650, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 **To Each Participating Class Member:** An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.3.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.3.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.4 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$10,000.00 (Ten Thousand Dollars and Zero Cents) to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$3,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA

Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 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 **Class Workweeks.** Based on a review of their records to date, Defendants estimate there are 372 Class Members who collectively worked a total of 17,752 Workweeks through November 30, 2025.
- 4.2 **Class Data.** Not later than 30 days after service on Defendants of the Court's Order granting Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.
- 4.3 **Funding of Gross Settlement Amount.** Defendants shall fund the Gross Settlement Amount in two (2) installments. Defendants shall fund the First Installment Payment of \$90,000.00, by transmitting the funds to the Administrator no later than 30 days after the Effective Date, or April 1, 2026, whichever is later. Defendants shall fund the Second and Final Installment Payment of \$95,000.00, by transmitting the funds to the Administrator no later than three hundred and sixty-five (365) days after the First Installment Payment was owed.
- 4.4 **Payments from the Gross Settlement Amount.** The Administrator shall make a settlement disbursements to the Participating Class Members by check within 30 days from the receipt of each installment payment to the Administrator.

4.4.1 The Administrator will issue checks for the Individual Class Payments and

PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. 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 a Class Member and Aggrieved Employee Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member and Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost, misplaced, or requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.
- 4.4.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Without Permission, Inc., <https://withoutpermission.org>, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Participating Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Upon the Effective Date of this Settlement, Plaintiff, each

Participating Class Member, the State of California, and each Aggrieved Employee shall have forever completely released and discharged all Released Parties as follows:

- 5.1 **Plaintiff's Release.** Plaintiff on behalf herself and each of her former, present and future spouses, domestic partners, children, estates, trusts, heirs, representatives, agents, attorneys, administrators, executors, successors, and assigns, generally release and discharge the Released Parties from all causes of action, claims, transactions, occurrences, obligations, liabilities and damages of every kind and nature, including punitive damages, to the fullest extent permitted by law, which arise out of or relate to Plaintiff's employment with Defendants to the fullest extent permitted by law including, but not limited to: (a) all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice and/or the Operative Complaint; and (c) those arising under the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Civil Rights Act of 1866 and 1870; 42 U.S.C. §§1981 through 1988; the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§ 621, *et seq.*), the Equal Pay Act of 1963; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Occupational Safety and Health Act; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993; Worker Adjustment and Benefit Protection Act of 1990; the Fair Labor Standards Act; Executive Order 11246; the California Fair Employment and Housing Act (Gov. Code §§ 12940 *et seq.*); California Family Rights Act (Gov. Code §12945.2 *et seq.*); the California Unruh Civil Rights Act (Civ. Code §51, *et seq.*); the California Whistleblower Protection Act (Lab. Code §1102.5); the California Occupational Safety and Health Act (Labor Code §6300, *et seq.*); Federal and California Worker Adjustment and Retraining Notification Acts; Immigration Control and Reform Act; the Federal or any State Constitution; applicable California Industrial Welfare Commission Wage Order provisions; California Business and Professions Code §§17200 *et seq.*; the California Civil Code; the California Labor Code; and any other Federal, State or local insurance, human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, and any claim of retaliation under such laws, any claim under Labor Code §132a, any claim for serious and/or willful misconduct, and any claim arising under common law including, but not limited to, causes of action for wrongful termination, constructive discharge, discrimination, abusive conduct or harassment on the basis of race (including traits associated with race such as hair texture and protective hairstyle), color, religion (all aspects of religious beliefs, observance or practice including religious dress or grooming practices), sex, sexual orientation, gender (including gender identity, gender expression and transgender status), marital status, registered domestic partner status, pregnancy (including childbirth, breastfeeding or related medical condition), reproductive health decision-making, alienage, national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code

§12801.9), ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), age, off-duty use of cannabis, citizenship or immigration status, military or veteran status, genetic information, political affiliation, position in a labor dispute, request for or use of protected leave, domestic violence victim status, or any other basis protected by applicable Federal, State or local law, or retaliation for opposing any such discrimination, abusive conduct or harassment; intentional infliction of emotional distress; negligent infliction of emotional distress; fraudulent misrepresentation; negligent misrepresentation; fraud; promissory estoppel; invasion of privacy; false imprisonment; conspiracy to commit any act mentioned herein; personal injury; pain and suffering; medical expenses; damage to reputation; emotional or economic injury; breach of contract (whether oral or written, express or implied); breach of the implied covenant of good faith and fair dealing; defamation; slander; libel; interference with business advantage; interference with prospective economic advantage; interference with contractual relationship; failure to provide suitable seating; failure to timely provide documents for review and/or inspection violation of any Federal, State or local statute, law, ordinance or regulation; wrongful termination in violation of public policy; and any other action, whether cognizable in law or in equity, based upon any conduct, act or omission by any Released Party, up to and including entry of the Final Approval Order, and Plaintiff agrees that Plaintiff will not, from any source or proceeding, seek or accept any award or settlement therefrom (“Plaintiff’s Release”).

Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period.

Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- 5.2 **Release by Participating Class Members.** All Participating Class Members, on behalf of themselves and their respective former, present and future spouses, domestic partners, children, estates, trusts, representatives, agents, attorneys, heirs, administrators, executors, successors, and assigns, release and discharge the

Released Parties from all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys' fees, consultant's fees, expert's fees, accountant's fees, costs and any other form of relief or remedy in law or equity, of every nature and description whatsoever, known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, arising from or otherwise related to the claims asserted or that could have been asserted against the Released Parties based on the factual allegations and/or all claims that were alleged, or reasonably could have been alleged, based on the facts stated in Plaintiff's pleadings, including but not limited to, any and all claims involving any alleged (a) Failure to Pay Overtime Premiums; (b) Failure to Pay Compensation for Split Shifts; (c) Failure to Authorize and Permit Rest Periods; (d) Failure to Provide Meal Periods; (e) Failure to Furnish Accurate Wage Statements; (f) Failure to Provide Wages When Due; and (g) Unfair Competition. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 PAGA Release by Plaintiff, the State of California, and Aggrieved Employees.

Plaintiff, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former, present and future spouses, domestic partners, children, estates, trusts, representatives, agents, attorneys, heirs, administrators, executors, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in Plaintiff's PAGA pleadings or the PAGA Notice, including but not limited to, any and all claims involving any alleged (1) Failure to Pay Overtime Premiums; (2) Failure to Pay Compensation for Split Shifts; (3) Failure to Authorize and Permit Rest Periods; (4) Failure to Provide Meal Periods; (5) Failure to Furnish Accurate Wage Statements; (6) Failure to Provide Wages When Due; and (7) Unfair Competition and (8) Violations of the Labor Code Private Attorneys General Act of 2004. Aggrieved Employees only release these claims for the duration of the PAGA Period.

6. MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare, and Plaintiff will file a motion for preliminary approval of this Settlement ("Motion for Preliminary Approval") and a motion for final approval of this Settlement ("Motion for Final Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement including: (i) a draft Motion for Preliminary Approval; (ii) a draft proposed Order Granting Preliminary Approval of the Settlement; (iii) supporting declarations of Plaintiff and Class Counsel for the

Motion for Preliminary Approval; (iv) 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 Class 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 Class Members, Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a draft Motion for Final Approval; (ii) a draft proposed Order Granting Final Approval of the Settlement; and (iii) supporting declarations of Plaintiff and Class Counsel for the Motion for Final Approval (collectively, the “Motion Pleadings”). Plaintiff will deliver the draft Motion Pleadings to Defense Counsel at least 10 calendar days before the date Plaintiff wants to file the relevant Motion with the Court for review and approval.

6.2 **Responsibilities of Class and Defense Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion Pleadings. Class Counsel and Defense Counsel shall work together in good faith to agree upon the content of the Motion Pleadings. Class Counsel shall file the final versions of the Motion Pleadings and obtain hearing dates for the Motion for Preliminary Approval and Motion for Final Approval. Defendant shall not oppose Plaintiff’s Motion for Preliminary or Final Approval to the extent the Motion is consistent with the terms and conditions of this Agreement and the content has been approved by Defendant prior to filing the Motions. Additionally, Defendant may provide a written response to any characterization of the law or facts contained in either Motion. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motions. Class Counsel is responsible for delivering the Court’s Preliminary and Final Approval Orders to the Administrator.

6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the Motion Pleadings, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties 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, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties 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 to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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 use the Employer Identification Number(s) designated by Defendants 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 **Notice to Class Members.**

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the

Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release and Aggrieved Employee Release under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion

upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.5.5 The Parties agree that if 10% or more of the Class Members opts out of the settlement, Defendant shall have the option to cancel the Agreement. Defendant agrees not to induce or influence Class Members to opt out of the settlement. If Defendant exercises this option, Defendant will pay all costs incurred by the Administrator.

- 7.6 **Challenges to Calculation of Workweeks.** Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 **Objections to Settlement.**

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 30 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

- 7.8 **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.4 Administrator’s Declaration. Not later than 14 days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND FINAL COMPUTATION

- 8.1 Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 372 Class Members who collectively worked a total of 17,752 Workweeks through November 30, 2025.
- 8.2 Defendants will provide the Settlement Administrator with the total number of Class Period Workweeks and PAGA Pay Periods within 30 days following receipt from Class Counsel of the Order granting Preliminary Approval.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

- 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10. 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.

10.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, 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 amount of the Net Settlement Amount.

10.2 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 **No Admission of Liability or Representative Manageability for Other Purposes.** 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 Operative Complaint have merit or that Defendants have 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. Defendants adamantly deny the allegations in the Operative Complaint and Operative PAGA Notice, deny any failure to comply with the laws identified in the Operative Complaint and Operative PAGA Notice, deny any and all liability for the causes of action alleged and have raised various

defenses to the claims. Defendants assert that they fully complied with all applicable wage and hour laws and contend that civil penalties under PAGA are not warranted. Defendants also deny that the Action is suitable for class certification. Defendants have entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and do not admit to any wrongdoing or liability whatsoever. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, grant Preliminary Approval, grant Final Approval, or enter Judgment; Defendants reserve the right to contest certification and reserve all available defenses to the claims in the Action, while Plaintiff reserves the right to contest Defendants' defenses. 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 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.
- 12.3 **Attorney Authorization.** Class 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.
- 12.4 **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, 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 and/or the Court for resolution.
- 12.5 **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 and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.6 **No Tax Advice.** Neither Plaintiff, Class 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.

- 12.7 **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.
- 12.8 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.9 **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.
- 12.10 **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of 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.
- 12.11 **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.12 **Confidentiality.** To the extent permitted by law, all agreements made and all orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.13 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be

construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.14 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of the Class Data.
- 12.15 **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.
- 12.16 **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.
- 12.17 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Taylor B. Graham
graham@peltongraham.com
Brent E. Pelton
pelton@peltongraham.com
Pelton Graham LLP
220 Montgomery Street, Suite 2100
San Francisco, California 94104

To Defendants:

Stacy Henderson
stacy@hendersonhatfield.com
Henderson Hatfield, A Professional Corporation
1101 15th Street

Modesto, California 95354

- 12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.
- 12.19 **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.
- 12.20 **Full and Complete Defense.** This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Class Claim and/or Released PAGA Claim.
- 12.21 **No Media or Press.** Plaintiff, Defendants and their respective Counsel, recognize, accept and agree that the Parties to this Agreement desire that the terms of this Agreement, the fact that the Agreement has been entered into, the terms of the Settlement embodied in this Agreement, the disposition of the Action, the Action, and all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence obtained during the course of the Action and discovery, shall not be discussed with or presented to the media or press in any form or manner. Accordingly, Plaintiff, Defendants and their respective Counsel agree that they shall not initiate any press release, or publication via any form of media, and, if contacted by press or the media, their response shall be limited to a recitation of the facts, including Defendants' denial of liability for the allegations in the Operative Complaint and Operative PAGA Letter.

The Parties have read and understand this Agreement and agree to be bound by its terms:

Dated: 1/26/2026

DocuSigned by:


Plaintiff Haley Halkias

Dated: 2/12/2026

DocuSigned by:



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Roman T. Wagner on behalf of
Defendants Rivets American Grill, Inc., 4R Clover,
Inc., Central Pro Cleaners, Inc., Triple R Wagner,
Inc., R Wagner Enterprises, 4R Restaurants, Inc. and
CENTRALCA Restaurants, Inc.

Dated: 2/12/2026

DocuSigned by:



03EDF00B352E4D0...

Roman T. Wagner
Individually

APPROVED AS TO FORM:

Dated: 1/27/2026

PELTON GRAHAM LLP

DocuSigned by:



Taylor B. Graham

Brent E. Pelton
Attorneys for Plaintiff and the Class

Dated: 2/13/2026

**HENDERSON HATFIELD,
A Professional Corporation**



Stacy Henderson
Attorneys for Defendants