

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Mary Crawford, Eugene Lawson, Mishiel Harrison, and Charity Thomas (collectively, “Plaintiffs”) and Defendants CAVA Group, Inc. and CAVA Mezze Grill, LLC (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ respective PAGA lawsuits alleging wage and hour violations against Defendants captioned: (1) *Eugene Lawson v. CAVA Mezze Grill, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV16024; (2) *Mishiel Harrison v. CAVA Mezze Grill, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV16329; (3) *Charity Thomas v. CAVA Mezze Grill, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV17019; and (4) *Mary Crawford v. CAVA Group, Inc., et al.*, Orange County Superior Court, Case No. 30-2024-01400813-CU-OE-CXC
- 1.2. “Administrator” means Atticus Administration, LLC, 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 hourly, non-exempt employees who worked directly or via a staffing agency for Defendants in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendants” means named Defendants CAVA Group, Inc. as well as CAVA Mezze

Grill, LLC.

- 1.10. "Defense Counsel" means Lonnie D. Giamela and Carol A. Ibrahim of Fisher & Phillips LLP.
- 1.11. "Effective Date" means the date when the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.12. "Gross Settlement Amount" means Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00), 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 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Court's Approval of the Settlement.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).
- 1.16. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under California Labor Code section 2699, subd. (i).
- 1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. 75% of the Net Settlement Amount is to be paid to the LWDA as the LWDA PAGA Payment and the remaining 25% of the Net Settlement Amount is to be paid to the Aggrieved Employees as Individual PAGA Payments.
- 1.18. "Notice of PAGA Settlement" means the letter, substantially similar to the form attached hereto as Exhibit A, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.19. "PAGA Counsel" means Zachary Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, PC; Joe Marshall, Ryan Chuman, and Arnel Tan of Protection Law Group, LLP; Roman Oktupman Law Firm, A Law Corporation; and Robert Ottinger and Katherine Roussos of The Ottinger Firm, the attorneys representing the respective Plaintiffs in the Action.
- 1.20. "PAGA Counsel Fees Payment" means the amounts allocated to PAGA Counsel for

reimbursement of reasonable attorneys' fees, incurred to prosecute the Action.

- 1.21. "PAGA Counsel Litigation Expenses Payment" means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.23. "PAGA Period" means the period from March 16, 2023 through the earliest of the following occurrences: (a) the date the number of workweeks worked by Aggrieved Employees during the PAGA Period exceeds 42,500 pay periods; or (b) the date the Court issues an order granting approval of the Settlement.
- 1.24. "PAGA" means the Private Attorneys General Act (California Labor Code section 2698, *et seq.*).
- 1.25. "PAGA Notice" means Plaintiffs' respective letters to Defendants and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a).
- 1.26. "Plaintiffs" means Mary Crawford, Eugene Lawson, Mishiel Harrison, and Charity Thomas, the named Plaintiffs in the Action.
- 1.27. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.28. "Released Parties" means Defendants and each of their respective former and current directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. Plaintiff Mary Crawford was employed by Defendants in the Westwood, CA location as an hourly, non-exempt Crew Member and Cook from approximately September 2023 to January 2024. On May 20, 2024, she filed a Complaint in the Orange County Superior Court under the Private Attorneys' General Act of 2004 ("PAGA").
- 2.2. Plaintiff Eugene Lawson was employed by Defendants in various restaurants across Los Angeles County, CA as a Grill Cook, Guest Experience Manager, General Manager in Training, and New Restaurant Opening Lead from approximately September 2017 to May 2024. On June 26, 2024, he filed a class action and PAGA Complaint in the Los Angeles County Superior Court.
- 2.3. Plaintiff Mishiel Harrison was employed by Defendants in the Hollywood, California

restaurant as an hourly, non-exempt employee from approximately February 2024 to March 2024. On June 28, 2024, he filed a class action complaint in the Los Angeles County Superior Court against Defendants for various violations of the Labor Code. On August 6, 2024, Plaintiff Harrison filed a First Amended Complaint adding a cause of action for PAGA penalties predicated on the same theories of liability asserted in his class action complaint.

- 2.4. Plaintiff Charity Thomas was employed by Defendants in the Century City, California restaurant as an hourly, non-exempt Culinary Lead from April 2024 to June 2024. On July 11, 2024, she filed a class action complaint in the Los Angeles County Superior Court against Defendants for various violations of the Labor Code. On October 8, 2024, Plaintiff Thomas filed a First Amended Complaint adding a cause of action for PAGA penalties predicated on the same theories of liability asserted in her class action complaint.
- 2.5. The Parties have agreed to seek approval of the settlement before the Los Angeles County Superior Court. To that end, the Parties will stipulate to the filing of a First Amended Complaint in the matter of *Eugene Lawson v. Cava Mezze Grill, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV16024, that adds Mary Crawford, Mishiel Harrison, and Charity Thomas as plaintiffs, dismisses all class claims, and includes all PAGA allegations currently alleged in the Action.
- 2.6. Defendants deny the allegations in the respective Complaints filed by each of Plaintiffs, deny any failure to comply with the laws identified in the respective Complaints filed by each of Plaintiffs, and deny any and all liability for the causes of action alleged.
- 2.7. Pursuant to California Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending PAGA Notices.
- 2.8. On February 18, 2025, the Parties participated in a full-day mediation presided over by Abe Melamed of Signature Resolution, which led to this Agreement to settle the Action.
- 2.9. Prior to mediation, Plaintiffs obtained, through informal discovery Plaintiffs' respective personnel files, including time and payroll records, Defendants' policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies (including recording hours), issuance of wage statements, and termination wages, a 25% sampling of the payroll and time records for the Aggrieved Employees, the number of putative Aggrieved Employees, and the estimated number of pay periods, among other information. Plaintiffs' 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*").
- 2.10. The Parties, PAGA 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 Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) and no more as the Gross Settlement Amount. 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 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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$283,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$60,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval of PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Form(s). PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$12,500.00, 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 \$12,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
- 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of Net Settlement Amount 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.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within 10 days of the Parties' full execution of the Agreement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

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

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

4.3.2. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

- 4.3.3. The Administrator must conduct an Aggrieved Employee Address Search for all 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.3.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.3.5. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Release by Aggrieved Employees:

Plaintiffs, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the PAGA Notices, including alleged violations of California Labor Code sections 201, 202, 203, 204, 208, 210, 216, 218, 221, 222, 223, 225.5, 226, 226.7, 227.3, 233-234, 245-248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2800, 2802, and 2810.5.

5.2 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Action and the PAGA Period facts stated in the Action and the PAGA Notices.

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

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all

documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsels’ respective firms attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Order Granting Approval of PAGA Settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together 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, PAGA 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 Atticus Administration, LLC to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration, LLC 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 have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

- 8.1 Based on their respective records, Defendants estimate that, as of the date of mediation, there are approximately 3,030 Aggrieved Employees who worked approximately 40,000 Pay Periods from March 18, 2023 to January 28, 2025.
- 8.2 The Gross Settlement Amount was agreed upon based on Defendants’ representations of the total number of Pay Periods in the PAGA Period. If the number of Pay Periods during the PAGA Period exceeds 42,500, the PAGA Period will be shortened to the date where the total Pay Periods equals 42,500.

9. 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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.

9.2 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 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 approval of the Settlement 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 PAGA 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.

10. ADDITIONAL PROVISIONS.

- 10.1 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 above-referenced Complaints have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.
- 10.4 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.
- 10.5 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.

- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or 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 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 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 Plaintiffs:

Jamie Serb
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To Defendants:

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Carol A. Ibrahim
cibrahim@fisherphillips.com

FISHER & PHILLIPS LLP
444 South Flower St., Suite 1500
Los Angeles, CA 90071

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 07 / 03 / 2025



Plaintiff MARY CRAWFORD

Dated: _____

Plaintiff EUGENE LAWSON

Dated: _____

Plaintiff MISHIEL HARRISON

Dated: _____

Plaintiff CHARITY THOMAS

Dated: _____

Title: _____
For: Defendants CAVA MEZZE GRILL, LLC and
CAVA GROUP, INC.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Dated: July 29, 2025

CROSNER LEGAL, PC

Zachary Crosner

Jamie Serb, Esq.
Zachary Crosner, Esq.
Brandon Brouillette, Esq.
Attorneys for Plaintiff
MARY CRAWFORD

Dated: _____

OTKUPMAN LAW FIRM, ALC

Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff
MISHIEL HARRISON

Dated: _____

THE OTTINGER FIRM, PC

Robert W. Ottinger, Esq.
Katherine Roussos, Esq.
Attorneys for Plaintiff
EUGENE LAWSON

Dated: _____

PROTECTION LAW GROUP, LLP

Ryan Chuman, Esq.
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Joseph Marshall, Esq.
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Attorneys for Plaintiff
CHARITY THOMAS

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444 South Flower St., Suite 1500
Los Angeles, CA 90071

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: _____

Plaintiff MARY CRAWFORD

Dated: _____

Plaintiff EUGENE LAWSON

Dated: 08 / 28 / 2025



Plaintiff MISHIEL HARRISON

Dated: _____

Plaintiff CHARITY THOMAS

Dated: _____

Title: _____
For: Defendants CAVA MEZZE GRILL, LLC and
CAVA GROUP, INC.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Dated: _____

CROSNER LEGAL, PC

Jamie Serb, Esq.
Zachary Crosner, Esq.
Brandon Brouillette, Esq.
Attorneys for Plaintiff
MARY CRAWFORD

Dated: 08 / 28 / 2025

OTKUPMAN LAW FIRM, ALC



Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff
MISHIEL HARRISON

Dated: _____

THE OTTINGER FIRM, PC

Robert W. Ottinger, Esq.
Katherine Roussos, Esq.
Attorneys for Plaintiff
EUGENE LAWSON

Dated: _____

PROTECTION LAW GROUP, LLP

Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph Marshall, Esq.
Christine Reyes, Esq.
Attorneys for Plaintiff
CHARITY THOMAS

FISHER & PHILLIPS LLP
444 South Flower St., Suite 1500
Los Angeles, CA 90071

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: _____

Plaintiff MARY CRAWFORD

Dated: 07 / 09 / 2025



Plaintiff EUGENE LAWSON

Dated: _____

Plaintiff MISHIEL HARRISON

Dated: _____

Plaintiff CHARITY THOMAS

Dated: _____

Title: _____
For: Defendants CAVA MEZZE GRILL, LLC and
CAVA GROUP, INC.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Dated: _____

CROSNER LEGAL, PC

Jamie Serb, Esq.
Zachary Crosner, Esq.
Brandon Brouillette, Esq.
Attorneys for Plaintiff
MARY CRAWFORD

Dated: _____

OTKUPMAN LAW FIRM, ALC

Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff
MISHIEL HARRISON

Dated: 07/09/2025

THE OTTINGER FIRM, PC



Robert W. Ottinger, Esq.
Katherine Roussos, Esq.
Attorneys for Plaintiff
EUGENE LAWSON

Dated: _____

PROTECTION LAW GROUP, LLP

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Dated: _____

Plaintiff MARY CRAWFORD

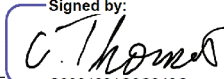
Dated: _____

Plaintiff EUGENE LAWSON

Dated: _____

Plaintiff MISHIEL HARRISON

Dated: 7/3/2025 _____

Signed by:


C8084931C2C343C...
Plaintiff CHARLEY THOMAS

Dated: _____

Title: _____
For: Defendants CAVA MEZZE GRILL, LLC and
CAVA GROUP, INC.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Dated: _____

CROSNER LEGAL, PC

Jamie Serb, Esq.
Zachary Crosner, Esq.
Brandon Brouillette, Esq.
Attorneys for Plaintiff
MARY CRAWFORD

Dated: _____

OTKUPMAN LAW FIRM, ALC

Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff
MISHIEL HARRISON

Dated: _____

THE OTTINGER FIRM, PC

Robert W. Ottinger, Esq.
Katherine Roussos, Esq.
Attorneys for Plaintiff
EUGENE LAWSON

Dated: July 3, 2025

PROTECTION LAW GROUP, LLP



Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph Marshall, Esq.
Christine Reyes, Esq.
Attorneys for Plaintiff
CHARITY THOMAS

FISHER & PHILLIPS LLP
444 South Flower St., Suite 1500
Los Angeles, CA 90071

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Dated: _____

Plaintiff MARY CRAWFORD

Dated: _____

Plaintiff EUGENE LAWSON

Dated: _____

Plaintiff MISHIEL HARRISON

Dated: _____

Plaintiff CHARITY THOMAS

Dated: 08/28/2025



Title: VP, Associate Chief Legal Officer
For: Defendants CAVA MEZZE GRILL, LLC and
CAVA GROUP, INC.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Dated: 08/28/2025

FISHER & PHILLIPS LLP

A handwritten signature in black ink, appearing to read 'Lonnie D. Giamela', written over a horizontal line.

Lonnie D. Giamela, Esq.

Carol A. Ibrahim, Esq.

Attorneys for Defendants

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Eugene Lawson, et al. v. Cava Group, Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV16024 (the “**Action**”).

What is this case about?

In the Action, Plaintiffs Mary Crawford, Eugene Lawson, Mishiel Harrison, and Charity Thomas asserted representative claims against Defendants CAVA Group, Inc. and CAVA Mezze Grill, LLC on behalf of all hourly, non-exempt employees who worked directly or via a staffing agency for Defendants in California at any time from March 16, 2023 to [REDACTED], 2025 (the “**PAGA Period**”). Plaintiffs alleges claims for penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”), California Labor Code section 2698, *et seq.* for alleged violations of Labor Code sections 201, 202, 203, 204, 208, 210, 216, 218, 221, 222, 223, 225.5, 226, 226.7, 227.3, 233-234, 245-248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2800, 2802, and 2810.5.

Defendants contend that they compensate employees in full compliance with the law. They deny each of the claims and contentions alleged by Plaintiffs in the Action.

What are the terms of the Settlement?

Plaintiffs and Defendants reached a settlement which was reviewed and approved by the Court. Defendants’ records show that you were employed by Defendants in a covered position during the PAGA Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the PAGA Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.