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10 Attorneys for Plaintiff Maria Retana,
on behalf of herself and all others similarly situated
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE**

14 MARIA RETANA, an individual, on behalf of
herself and others similarly situated,

15 Plaintiff,

16 vs.

17 BAR BAKERS, LLC, a limited liability
18 company; ASC STAFFING GROUP, LLC, a
limited liability company, and DOES 1
19 through 50, inclusive,

20 Defendants.

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OCTAVIO CASSO LOPEZ, on behalf of
22 himself and others similarly aggrieved,

23 Plaintiff,

24 Vs.

25 BARS BAKERS, LLC; CONNECT
26 STAFFING, INC.; and DOES 1 to 100,
inclusive.

Case No.: 30-2019-01096563-CU-OE-CXC

Consolidated with Case No.: 30-2022-
01260635-CU-OE-CXC

REPRESENTATIVE ACTION

Assigned for All Purposes To:
Hon. Melissa McCormick
Dept.: CX105

**AMENDMENT TO THE PAGA
SETTLEMENT AGREEMENT**

RECITALS

A. This Amendment to the PAGA Settlement Agreement (the "Amendment") is made for the sole purpose of attempting to consummate settlement in this case on a class-wide basis and is made in compromise of disputed claims. Because this is a PAGA Action, this Amendment and the related PAGA Settlement Agreement, fully executed by the Parties (the "Settlement Agreement"), must receive approval by the Court.

B. This Amendment is entered into by Plaintiffs Maria Retana and Octavio Casso Lopez (collectively "Plaintiffs" or "Class Representatives") and Defendant Bar Bakers, LLC, Defendant ASC Staffing Group, LLC and Defendant Connect Staffing, Inc. (collectively "Defendants") (all collectively, the "Parties").

C. This Amendment modifies the Settlement Agreement in accordance with the Court's ruling from December 11, 2025.

D. The Parties stipulate and agree to the following terms of this Amendment with the intent that this Amendment and the Parties' executed Settlement Agreement finally dispose of the Actions and all claims in the operative complaints in the Actions.

AMENDMENT TO AGREEMENT AND STIPULATION

I. The Parties agree that the terms of the Settlement Agreement be changed, as follows:

A. **Amendment Shall Control.** This Amendment modifies the Settlement Agreement as set forth below. The Settlement Agreement and the Amendment together constitute a binding agreement among the Parties. In the event of a conflict or inconsistency between the terms of the Settlement Agreement, on the one hand, or the terms of this Amendment, on the other hand, the terms of this Amendment shall control.

B. **Released Parties.** The Parties agree that Paragraph 1.27 of the Settlement Agreement is amended and replaced in its entirety to read as follows:

""Released Parties" means Defendants and each of their respective former and present directors, officers, employees, shareholders, owners, predecessors, successors, assigns, subsidiaries, and parents."

C. **Releases of Claims.** The Parties to strike Paragraph 5 and sub-paragraph 5.1

of the Settlement Agreement is amended and replaced in its entirety to read as follows:

5. **“RELEASES OF CLAIMS.** Effective as to each Defendant on the date such Defendant fully funds their share of the Gross Settlement Amount as provided in Paragraph 4.3, Plaintiffs and all Aggrieved Employees, will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees: 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 Operative Complaint, and/or the PAGA Notices including, but not limited to, any and all claims involving civil penalties under the Private Attorney’s General Act of 2004 stemming from: (a) any failure to pay wages, including minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay wages due upon termination; (e) failure to provide meal periods (including failure to pay meal period premiums); (f) failure to provide rest periods (including failure to pay rest period premiums); (g) violation of Business & Professions Code 17200 et seq.; and (h) any and all statutes and regulations referenced in the Operative Complaint or PAGA Notices. This Release shall not apply to any Defendant that does not fully fund their share of the Gross Settlement Amount as provided in Paragraph 4.3.

D. Payment Amount to the Administrator. The Parties agree that Paragraphs 3.2.2 of the Settlement Agreement is amended and replaced in its entirety to read as follows:

“To the Administrator: An Administrator Expenses Payment not to exceed \$13,250.00 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 \$13,250.00, the Administrator will retain the remainder in the Net Settlement Amount.”

E. Payment Amount to the LWDA and Aggrieved Employees. The Parties agree that Paragraph 3.2.3 & Paragraph 3.2.3.1 of the Settlement Agreement is amended and replaced in its entirety to read as follows:

3.2.3 "To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$623,416.67 to be paid from the Gross Settlement Amount, with 75% (\$467,562.50) allocated to the LWDA PAGA Payment and 25% (\$155,854.17) 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 PAGA Penalties (\$155,854.17) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the applicable Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

IT IS SO AGREED

Date: 4/17/2026

Signed by:
Maria Retana
7BDBB6G4468A460...

Maria Retana

March __, 2026:

Octavio Casso Lopez

1 3.2.3 "To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$623,416.67
2 to be paid from the Gross Settlement Amount, with 75% (\$467,562.50) allocated to the
3 LWDA PAGA Payment and 25% (\$155,854.17) allocated to the Individual PAGA
4 Payments.

5 3.2.3.1 "The Administrator will calculate each Individual PAGA Payment by (a) dividing the
6 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$155,854.17) by the
7 total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
8 PAGA Period and (b) multiplying the result by the applicable Aggrieved Employee's PAGA
9 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any
10 taxes owed on their Individual PAGA Payment.

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14 **IT IS SO AGREED**

15 March __, 2026:

16 _____
17 Maria Retana
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20 March 16, 2026:

21 Octavio Casso
22 Octavio Casso Lopez
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1 April
2 March __, 2026:

Defendant Bar Bakers, LLC

Gina Krensek

[name of individual signing] Gina Krensek

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6 March __, 2026:

Defendant ASC Staffing Group, LLC

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8 [name of individual signing]

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11 March __, 2026:

Defendant Connect Staffing, Inc.

12 [name of individual signing]

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15 **APPROVED AS TO FORM ONLY:**

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17 March __, 2026:

D.Law, Inc.

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19 Natalie Haritounian
20 Attorneys for Plaintiff Maria Retana

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22 March __, 2026:

Lavi & Ebrahimian, LLP

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24 Joseph Lavi
25 Attorneys for Plaintiff Octavio Casso Lopez

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March __, 2026:

Defendant Bar Bakers, LLC

[name of individual signing]

April 8, 2026:

Defendant ASC Staffing Group, LLC

Adriana Melendez Digitally signed by Adriana Melendez
Date: 2026.04.08 11:48:66 -07'00'

[name of individual signing]

March __, 2026:

Defendant Connect Staffing, Inc.

[name of individual signing]

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March __, 2026:

D.Law, Inc.

Natalie Haritoonian
Attorneys for Plaintiff Maria Retana

March __, 2026:

Lavi & Ebrahimian, LLP

Joseph Lavi
Attorneys for Plaintiff Octavio Casso Lopez

1 March __, 2026:

Defendant Bar Bakers, LLC

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[name of individual signing]

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6 March __, 2026:

Defendant ASC Staffing Group, LLC

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[name of individual signing]

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11 April 9, 2026:

Defendant Connect Staffing, Inc.

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Cima Johnson
Cima Johnson

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[name of individual signing]

March __, 2026:

Defendant ASC Staffing Group, LLC

[name of individual signing]

March __, 2026:

Defendant Connect Staffing, Inc.

[name of individual signing]

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April 17, 2026:

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1 March __, 2026: Defendant Bar Bakers, LLC
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3 [name of individual signing]
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6 March __, 2026: Defendant ASC Staffing Group, LLC
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8 [name of individual signing]
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11 March __, 2026: Defendant Connect Staffing, Inc.
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13 [name of individual signing]
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15 **APPROVED AS TO FORM ONLY:**
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17 March __, 2026: D.Law, Inc.
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19 Natalie Haritounian
20 Attorneys for Plaintiff Maria Retana
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22 4/17/
23 March __, 2026: Lavi & Ebrahimian, LLP
24 [Signature]
25 Joseph Lavi
26 Attorneys for Plaintiff Octavio Casso Lopez
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/s/ David Yeremian
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