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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

SERGIO SANTIAGO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

THE OLIVE RESTOBAR, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV07908
[Related to Case No.: 21NWCV00595]

Honorable Yvette M. Palazuelos
Department SSC-9

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 7, 2023
Time: 10:00 a.m.
Department: SSC-9

Complaint Filed: March 1, 2021
Trial Date: None Set

1 This matter has come before the Honorable Yvette M. Palazuelos in Department SSC-9 of
2 the Superior Court of the State of California, for the County of Los Angeles, on December 7, 2023
3 at 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 for Justice, PC appears as counsel for Plaintiff Sergio Santiago ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees, and Rutan & Tucker, LLP
6 appears as counsel for Defendant Green Olive Mediterranean Cuisine Apollo Inc., d/b/a The Olive
7 RestoBar ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. This Action and the related PAGA Action, Case No. 21NWCV00595, are
13 consolidated for purposes of settlement with this Action being the lead case.

14 2. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
15 Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as
16 **"EXHIBIT 1"** to the Declaration of Helene Mayer in Support of Plaintiff's Motion for Preliminary
17 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
18 falls within the range of possible approval as fair, adequate, and reasonable.

19 3. This Order incorporates by reference the definitions in the Settlement Agreement,
20 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
21 Settlement Agreement.

22 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
23 and reasonable. It appears to the Court that extensive investigation and research have been conducted
24 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
25 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
26 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
27 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
28 and non-collusive, arms-length negotiations, and was entered into in good faith.

1 5. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration
3 Costs, and payments to the Participating Class Members and Aggrieved Employees provided
4 thereby, appears to be within the range of reasonableness of a settlement that could ultimately be
5 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
6 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
7 made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable
8 when balanced against the probable outcome of further litigation relating to certification, liability,
9 and damages issues.

10 6. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
19 of the Class.

20 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 Individuals who are current or former hourly-paid or non-exempt employees of
23 Defendant in the State of California at any time during the period from March 1,
2017 through July 10, 2023 ("Class" or "Class Members").

24 8. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
25 ("Class Counsel").

26 9. The Court provisionally appoints Plaintiff Sergio Santiago as the representative of
27 the Class ("Class Representative").

28 10. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the

administration of the Settlement (“Settlement Administrator”).

11. Upon the Court’s entry of this Order, the PAGA portion of the Settlement will be considered approved. However, to minimize claims administration expenses, the PAGA Payment shall not be paid and distributed until after the Final Approval Hearing, in accordance with the terms of the Settlement.

12. Within fourteen (14) calendar days after the Court grants Preliminary Approval of this Settlement, Defendants shall provide to the Settlement Administrator a list of all Class Members, including the following information/data in a Microsoft Excel spreadsheet to the extent within Defendants’ custody and control: (1) full name; (2) last known mailing address; (3) Social Security number; (4) start and end dates of worked for Defendant during the Class Period and, if applicable, during the PAGA Period for the Settlement Administrator to independently calculate each Class Member’s Workweeks during the Class Period and each Aggrieved Employee’s Workweeks during the PAGA Period (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

13. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweek(s) credited to each of them, and of each Participating Class Member’s right and opportunity to object to the Class Settlement by submitting an objection to the Settlement Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen (14) calendar days after receiving the Class List from Defendants, pursuant to the terms set forth in the Settlement

1 Agreement.

2 14. The Court hereby preliminarily approves the proposed procedure, set forth in the
3 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
4 choose to be excluded from the Class Settlement by submitting a timely written Request for
5 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
6 Administrator, postmarked no later than the date which is forty-five (45) calendar days from the
7 initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-
8 mailed Class Notice, the Response Deadline will be the later of either fifteen (15) calendar days
9 from the date of the re-mailing or the original forty-five (45) calendar day deadline. Any such person
10 who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not
11 be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement
12 or have any right to object, appeal, or comment thereon. However, individuals who are current or
13 former hourly-paid or non-exempt employees of Defendant in the State of California at any time
14 during the period July 7, 2020 through July 10, 2023 (“Aggrieved Employees”), will still receive an
15 Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of whether he
16 or she submitted a timely and valid Request for Exclusion from the Class Settlement. Class Members
17 who do not submit a timely and valid Request for Exclusion are deemed to be Participating Class
18 Members under the Settlement Agreement, entitled to all benefits and bound by all terms and
19 conditions of the Class Settlement, including the Participating Class Members’ release of Released
20 Class Claims.

21 15. A Final Approval Hearing shall be held before this Court on
22 _____ at _____ a.m./p.m. in
23 Department SSC-9 of the Superior Court of California for the County of Los Angeles, located at 312
24 N Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the
25 Settlement, including: whether the proposed settlement of the action on the terms and conditions
26 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
27 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
28 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable

to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, and Settlement Administration Costs.

16. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

17. To object to the Class Settlement, a Class Member must serve the Settlement Administrator with a written objection on or before the Response Deadline. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

18. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

19. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

20. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and Aggrieved Employees, and retains jurisdiction to consider all further applications

1 arising out of or connected with the Settlement.

2 **IT IS SO ORDERED.**

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4 Dated: _____

By:

The Honorable Yvette M. Palazuelos
Judge of the Superior Court

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Sergio Santiago v. The Olive Restobar
Los Angeles County Superior Court, Case Nos. 21STCV07908 and 21NWCV00595

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Sergio Santiago ("Plaintiff") and Defendant The Olive Restobar ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Sergio Santiago v. The Olive Restobar*, Los Angeles County Superior Court, Case Nos. 21STCV07908 and 21NWCV00595 (the "Actions"). The settlement affects your legal rights, as discussed further below. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means individuals who are current or former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from March 1, 2017 through July 10, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"Aggrieved Employee(s)" means individuals who are current or former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from July 7, 2020 through July 10, 2023.

"PAGA Settlement" means the settlement and resolution of PAGA Released Claims.

II. BACKGROUND OF THE ACTION

On March 1, 2021, Plaintiff filed a putative class action complaint for damages against Defendant in a case styled *Sergio Santiago v. The Olive Restobar*, Los Angeles County Superior Court, Case No. 21STCV07908. The class action complaint alleges that Defendant violated various wage-and-hour laws, including its alleged: failure to pay overtime; failure to provide meal periods or premium pay in lieu of; failure to provide rest breaks or premium pay in lieu of; failure to pay minimum wages; failure to pay wages upon termination; failure to pay wages during employment; failure to provide and maintain compliant wage statements; failure to provide and maintain accurate payroll records; failure to reimburse business expenses; and violations of California Business and Professions Code § 17200 et seq. On September 10, 2021, Plaintiff filed a PAGA action against Defendant in a case styled *Sergio Santiago v. The Olive Restobar*, Los Angeles County Superior Court, Case No. 21NWCV00595, alleging a single cause of action under PAGA seeking civil penalties for Defendant's alleged: failure to pay overtime; failure to provide meal periods or premium pay in lieu of; failure to provide rest breaks or premium pay in lieu of; failure to pay minimum wages; failure to pay wages upon termination; failure to pay wages during employment; failure to provide and maintain compliant wage statements; failure to provide and maintain accurate payroll records; and failure to reimburse business expenses. On August 18, 2023, Plaintiff filed a first amended complaint in the PAGA action adding allegations regarding Defendant's alleged failure to properly provide paid sick leave.

Defendant denies all of the allegations in the Actions, denies that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in a full-day mediation with a respected class and representative action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [preliminary approval date]. The Court has preliminarily appointed Plaintiff Sergio Santiago as representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment and, if eligible, an Individual PAGA Payment, but you have the opportunity to request exclusion or object to the Class Settlement if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Actions have merit or that the Defendant has any liability to the Plaintiff or to the Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Five Hundred and Fifty Thousand Dollars (\$550,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments, which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$192,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) to Class Counsel; (2) an Enhancement Payment in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to Plaintiff Sergio Santiago for his services in the Actions; (3) allocation for penalties under the Private Attorneys General Act (“PAGA Amount”) in the amount of One Hundred Thousand Dollars (\$100,000.00); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator. Note: the California Labor and Workforce Development Agency (“LWDA”) will be paid 75% of the PAGA Amount, or Seventy Five Thousand Dollars (\$75,000.00), and the remaining 25% of the PAGA Amount (i.e., Twenty Five Thousand Dollars (\$25,000.00)) will be distributed to the Aggrieved Employees.

Class Members are eligible to receive payment of their share of the Net Settlement Amount (“Individual Settlement Payment”) and Aggrieved Employees will receive payment of their share of 25% of the PAGA Amount (“Individual PAGA Payment”), based on the number of weeks they each were employed by Defendant as an hourly-paid or non-exempt employee in California (“Workweeks”) during the Class Period and/or PAGA Period.

Your estimated Individual Settlement Share/Payment (listed in Section III.C below) has been determined as follows:

- The Net Settlement Amount will be divided by the total number of Workweeks of all Class Members during the Class Period and the resulting figure will be multiplied by your individual number of Workweeks during the Class Period to yield your “Initial Settlement Share/Payment.”

The Settlement Administrator has calculated the Individual PAGA Payments for Aggrieved Employees by dividing the 25% portion of the PAGA Amount attributed to Aggrieved Employees (*i.e.* \$10,000.00) by the total number of Workweeks of all Aggrieved Employees during the PAGA Period, and then multiplying the resulting figure by the number of Workweeks during the PAGA Period of each Aggrieved Employee. If you are an Aggrieved Employee, your estimated Individual PAGA Payment is listed in Section III.C below.

Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment, and all Aggrieved Employees will be issued payment of their Individual PAGA Payment regardless of whether they opt out of the Class Settlement. Any Class Member who submits a valid and timely Request for Exclusion will only receive his or her Individual PAGA Payment and is bound by the PAGA Settlement and release of the PAGA Released Claims.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted. The federal and state mandated employer payroll taxes with respect to the wages portion of Individual Settlement Payments will be paid from the Total Settlement Amount. Each Individual PAGA Payment will be allocated as 100% penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099, if necessary. The Settlement Administrator will pay the Individual Settlement Payment and Individual PAGA Payment in a single check.

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From March 1, 2017 through July 10, 2023, you worked for Defendant as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks. From July 7, 2020 through July 10, 2023, you worked for Defendant as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your written dispute to the Settlement Administrator, postmarked **no later than [the end of Response Deadline]**. The written dispute must contain: (a) the case name(s) and number(s) of the Actions (*Sergio Santiago v. The Olive Restobar*, Los Angeles County Superior Court, Case Nos. 21STCV07908 and 21NWCV00595); (b) your full name, current address, last four digits of your Social Security number, and signature; (c) the number of Workweeks you maintain is correct for the Class Period and/or PAGA Period; and (d) any documentary evidence sufficient to show that Defendant’s calculation of the Workweeks is incorrect.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you during the Class Period.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

As explained above, your estimated Individual PAGA Payment is based on the number of Workweeks credited to you during the PAGA Period.

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].
The Individual PAGA Payment is not subject to taxes or withholding and will only be distributed if
the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment (if eligible) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (*i.e.*, Participating Class Members) will and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Class Released Claims, as defined below, and all Aggrieved Employees will forever completely release and discharge the Released Parties from the PAGA Released Claims, as defined below.

“Class Released Claims” means, for the duration of the Class Period, any and all claims against Defendant and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the operative complaints in the Actions or that could have been alleged in the operative complaints in the Actions based on such facts. Without limiting the foregoing, the Class Released Claims include claims for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to provide one day’s rest in seven; failure to maintain accurate payroll records; failure to provide notice of material terms of employment; failure to provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time pay; violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, the applicable California Wage Orders, and all related or corresponding federal laws; and violation of California Business and Professions Code § 17200 *et seq.*, excepting PAGA Released Claims arising under California Labor Code Section 2698 *et seq.*

“PAGA Released Claims” means, for the duration of the PAGA Period, claims for civil penalties under the California Private Attorneys General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the operative complaints in the Actions or that could have been alleged in the operative complaints in the Actions based on such facts; or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by Class Counsel on behalf of Plaintiff to the Labor and Workforce Development Agency pursuant to California Labor Code section 2699.3 on or about July 7, 2021, February 9, 2022, and May 3, 2023, asserting that Defendant violated various provisions of the California Labor Code. Without limiting the foregoing, the PAGA Released Claims include claims for civil penalties under the California Private Attorneys General Act (California Labor Code § 2698, *et seq.*) for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to provide one day’s rest in seven; failure to maintain accurate payroll records; failure to provide notice of material terms of employment; failure to provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time pay; violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, 2698 *et seq.* and alleged violations of the applicable California Wage Orders.

“Released Parties” means and includes Defendant and its current and former parents, predecessors or successors, holding companies, and affiliated companies or entities (including, but not limited to, owners, shareholders, members, partners, officers, directors, managers, management-level employees, insurers, and agents).

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (*i.e.*,

an amount of up to \$192,500.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Five Thousand Dollars (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Fifteen Thousand Dollars (\$15,000.00) for Plaintiff Sergio Santiago (“Enhancement Payment”), in recognition of his services in connection with the Actions. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes of Workweeks, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment and Individual PAGA Payment (if applicable) unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the class action (*Sergio Santiago v. The Olive Restobar*, Los Angeles County Superior Court, Case Nos. 21STCV07908); (b) state your full name, current address, last four digits of your Social Security number, and signature; (c) clearly indicate the you desire to be excluded (or opt out) of the Class Settlement; and (d) be postmarked **no later than [the end of Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]
[Fax Number]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive the Individual Settlement Payment from the Settlement, will not be bound by the Class Settlement and Class Released Claims described in Section III.D above, and will not have any right to object to, appeal, or comment on the Class Settlement. Regardless of whether a Class Member submits a valid and timely Request for Exclusion, if he or she is an Aggrieved Employee, he or she will be bound by the PAGA Settlement and release of the PAGA Released Claims described in Section III.D above, and will be paid an Individual PAGA Payment.

Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator by mail, postmarked **no later than [the end of Response Deadline]**.

A written objection must contain: (a) the case name and number of the class action (*Sergio Santiago v. The Olive Restobar*, Los Angeles County Superior Court, Case No. 21STCV07908); (b) your full name, current address, last four digits of your Social Security number, and signature; (c) a statement of all grounds for the objection accompanied by any legal and factual support for such objection; and (d) a statement of whether you intend to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 9 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Clerk of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the Los Angeles County Superior Court's website, using the Case Access system, at the following web address: <https://www.lacourt.org/casesummary/ui/index.aspx?casetype>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.