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Attorneys for Plaintiff
LAURA ACUNA,
on behalf of herself and all other similarly situated
and on behalf of the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

*** * ***

LAURA ACUNA, on behalf of herself and all others similarly situated and on behalf of the general public,

Plaintiff,

vs.

SSS HOSPITALITY INVESTMENTS INC., a California corporation, d/b/a EDDIE'S BAKERY CAFÉ, and DOES 1 through 10, inclusive,

Defendants.

Case No. 26CU02028

[Assigned for All Purposes to the Hon. Lisa M. Gamoian, Dept. 502]

REQUEST FOR DISMISSAL OF PLAINTIFF'S INDIVIDUAL CLAIMS WITH PREJUDICE AND CLASS AND REPRESENTATIVE PAGA CLAIMS WITHOUT PREJUDICE; DECLARATION OF EVAN S. GAINES; [PROPOSED] ORDER THEREON

[Cal. Rules of Court, rule 3.770]

Complaint Filed: July 15, 2026
Trial Date: None Set

Plaintiff LAURA ACUNA ("Plaintiff"), by and through her respective counsel of record, hereby requests as follows:

RECITALS

1. On July 15, 2026, Plaintiff filed a Class and Representative Action Complaint in the Fresno County Superior Court, Case No. 26CU02028 (the "Action"), on behalf of herself, a putative class of SSS HOSPITALITY INVESTMENTS INC., d/b/a EDDIE'S BAKERY CAFÉ's ("Defendant") current and former employees, and allegedly aggrieved employees, alleging causes of action for (1) failure to pay all wages due; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to comply with itemized wage statement provisions; (5) failure to timely pay wages due at separation of employment; (6) violation of Business and Professions Code section 17200 *et seq*.; and (7) civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA").

2. Plaintiff and Defendant have resolved Plaintiff's individual claims through a written settlement agreement. Under that agreement, Plaintiff will dismiss her individual claims, including her individual PAGA claim, with prejudice, and will dismiss the class claims and the representative PAGA claims without prejudice.

3. No consideration has been paid or promised to Plaintiff or Plaintiff's counsel, including any attorneys' fees or costs, in exchange for the dismissal of the class claims or the representative PAGA claims. The settlement does not release the claims of any putative class member or aggrieved employee other than Plaintiff, and does not release any claim of the State of California.

4. No class has been certified in the Action, no motion for class certification has been filed, and no notice of the Action has been provided to putative class members or allegedly aggrieved employees.

5. California Rules of Court, rule 3.770(a) requires court approval for the dismissal of a class action. Under rule 3.770(c), where the court has not ruled on class certification, the action may be dismissed without notice to the putative class members if the court finds that the dismissal will not prejudice them. No notice is required to be given to the putative class or

alleged aggrieved employees because no notice of the Complaint was ever given; there has been no publicity of which Plaintiff is are aware; Plaintiff has not communicated with any absent class or PAGA members about the Action; the putative class is not reasonably ascertainable at the present time; these class members and aggrieved employees will be eligible to receive compensation from the settlement of the previously filed Class and Representative Action referenced above; and, consequently, no absent putative class member or alleged aggrieved employee will suffer prejudice as a result of this dismissal.

6. In accordance with PAGA, Plaintiff has uploaded the redacted settlement to the Labor & Workforce Development Agency ("LWDA") via the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

NOW, THEREFORE, the Plaintiff respectfully requests that the Court order as follows:

1. Plaintiff's individual claims in the Action, including her individual claim under PAGA, are dismissed with prejudice;

2. The class claims alleged in the Action are dismissed without prejudice;

3. The representative PAGA claims alleged in the Action, as they relate to allegedly aggrieved employees other than Plaintiff and to the State of California, are dismissed without prejudice;

4. Pursuant to California Rules of Court, rule 3.770(c), no notice of the dismissal to putative class members is required;

5. Except as otherwise provided in the Parties' settlement agreement, Plaintiff and Defendant shall bear their own attorneys' fees and costs; and

6. All future dates in the Action, including the Case Management Conference set for November 10, 2026, are vacated.

Dated: October 19, 2026

GAINES LAW CORPORATION

By: _____
EVAN S. GAINES
Attorney for Plaintiff LAURA ACUNA

DECLARATION OF EVAN S. GAINES

I, Evan S. Gaines, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California and am with Gaines Law Corporation, counsel of record for Plaintiff Laura Acuna ("Plaintiff") in this action. I have personal knowledge of the facts stated in this declaration and, if called as a witness, could and would testify competently to them.

2. I make this declaration pursuant to California Rules of Court, rule 3.770(a), in support of Plaintiff's Request for Dismissal.

3. On July 15, 2026, Plaintiff filed this action against Defendant SSS Hospitality Investments Inc., d/b/a Eddie's Bakery Cafe ("Defendant"), asserting individual, class, and representative PAGA claims for alleged wage-and-hour violations.

4. On or about September 23, 2026, Plaintiff and Defendant fully executed a written settlement agreement resolving Plaintiff's individual claims. In exchange for the consideration paid under that agreement, Plaintiff agreed to a general release of her individual claims and to dismiss her individual claims, including her individual PAGA claim, with prejudice. The monetary terms of the agreement are confidential; the agreement will be made available to the Court for in camera review on request.

5. No consideration, direct or indirect, has been paid or promised to Plaintiff or to my office, including any attorneys' fees or costs, for the dismissal of the class claims or the representative PAGA claims without prejudice. The settlement does not release the claims of any person other than Plaintiff.

6. No class has been certified in this action, and Plaintiff has not moved for class certification. No notice of the pendency of this action has been sent to putative class members or allegedly aggrieved employees.

7. To the best of my knowledge, this action has received no attention from local, state, or national news media. There is therefore no reason to believe that any putative class member or allegedly aggrieved employee has relied on this action to protect his or her rights.

8. No notice is required to be given to the putative class or alleged aggrieved

employees because no notice of the Complaint was ever given; there has been no publicity of which the Parties are aware; neither Plaintiff nor my office has communicated with any absent class or PAGA members about the Action; the putative class is not reasonably ascertainable at the present time; these class members and aggrieved employees will be eligible to receive compensation from the settlement of the previously filed Class and Representative Action referenced above; and, consequently, no absent putative class member or alleged aggrieved employee will suffer prejudice as a result of this dismissal.

9. In accordance with PAGA, I have uploaded the redacted settlement to the Labor & Workforce Development Agency ("LWDA") via the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 19, 2026, at Westlake Village, California.



EVAN S. GAINES

ORDER

The Court, having reviewed the Plaintiff's Request for Dismissal and the Declaration of Evan S. Gaines, and good cause appearing, pursuant to California Rules of Court, rule 3.770, IT IS HEREBY ORDERED as follows:

1. The entire action, and all causes of action alleged in the Complaint, are dismissed;

2. Plaintiff Laura Acuna's individual claims are dismissed with prejudice;

3. The class claims alleged in the Complaint are dismissed without prejudice;

4. The PAGA claim, as it relates to Plaintiff, is dismissed with prejudice, and as it relates to other allegedly aggrieved employees and the State of California, is dismissed without prejudice;

5. Pursuant to California Rules of Court, rule 3.770(c), the dismissal does not require notice to putative class members;

6. Except as otherwise provided in the Parties' settlement agreement, Plaintiff and Defendant shall bear their own attorneys' fees and costs; and

7. All future dates, including the Case Management Conference set for November 10, 2026, are vacated.

IT IS SO ORDERED.

Dated: _____

_____

HON. LISA M. GAMOIAN
Judge of the Superior Court, County of Fresno

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

_____ (For messenger) my business address is:

On October 27, 2026, I served the foregoing document described as **REQUEST FOR DISMISSAL OF PLAINTIFF'S INDIVIDUAL CLAIMS WITH PREJUDICE AND CLASS AND REPRESENTATIVE PAGA CLAIMS WITHOUT PREJUDICE; DECLARATION OF EVAN S. GAINES; [PROPOSED] ORDER THEREON** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Hatmaker Law Group
7522 N. Colonial Avenue Suite 105
Fresno, California 93711
Taylor Ealand taylor@hatmakerlaw.com
Susan K. Hatmaker susan@hatmakerlaw.com
Jacey Tucker jacey@hatmakerlaw.com
Kathy Giambalvo kathy@hatmakerlaw.com

_____(BY x U.S. MAIL/ BY□ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

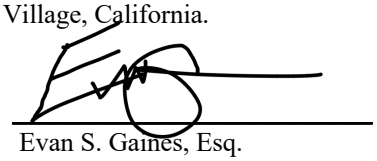
_____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

_____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (___) ___-____. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

_X___ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission on the counsel of record listed above.

__X__ (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on October 27, 2026, at Westlake Village, California.



Evan S. Gaines, Esq.