



FILED

Superior Court of California
County of San Francisco

FEB 23 2026

CLERK OF THE COURT

BY: *Sam Kane*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

LONDY CABRERA, an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

PIZZA MADISON, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CGC-25-628992

ORDER GRANTING PRELIMINARY
APPROVAL

INTRODUCTION

This is a wage-and-hour class action brought by plaintiff Londy Cabrera (“plaintiff”) against defendant Pizza Madison, LLC (“defendant”). In addition to claims asserted on behalf of the putative class, plaintiff seeks to recover penalties under the Private Attorneys General Act of 2004 (“PAGA”). Before the court is plaintiff’s motion for approval of the Class and PAGA Settlement Agreement (attached as **Exhibit A**), plaintiff’s request to dismiss his individual claims with prejudice, and the class claims without prejudice. Having reviewed and considered the parties’ motions, briefings, and declarations, the court determines that this matter can be decided without hearing. IT IS HEREBY

1 ORDERED that the court VACATES the March 10, 2026, hearing and **GRANTS** plaintiff's motion for
2 preliminary approval of the class action and PAGA settlement.

3 **BACKGROUND**

4
5 On September 10, 2025, plaintiff Londy Cabrera filed this Class and PAGA action alleging
6 violations of the following California Labor Code provisions: 1) failure to provide required meal periods;
7 2) failure to provide required rest periods; 3) failure to pay overtime wages; 4) failure to pay minimum
8 wages; 5) failure to timely pay wages; 6) failure to pay all wages due to discharged and quitting
9 employees; 7) failure to furnish accurate itemized statements; 8) failure to maintain required records; 9)
10 failure to indemnify employees for necessary expenditures incurred in the discharge of duties; and 10)
11 unfair and unlawful business practices. Plaintiff also alleges a single cause of action pursuant to the
12 Private Attorneys General Act of 2004 ("PAGA"), Labor Code §2699, et. seq. encompassing the above-
13 mentioned violations of the California Labor Code. (*Id.*, ¶ 6.)

14 On January 23, 2026, plaintiff filed a motion for preliminary approval.

15 On February 9, 2026, the court issued an order requesting supplemental briefing.

16 On February 17, 2026, plaintiff timely filed supplemental briefing.

17 Before the court is plaintiff's unopposed motion for preliminary approval.

18 **LEGAL STANDARD**

19
20 Before granting preliminary approval, a court must determine that the proposed settlement
21 presents a proper class for settlement purposes. In general, "[t]he party advocating class treatment must
22 demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community
23 of interest, and substantial benefits that render proceeding as a class superior to the alternatives." (*Brinker*
24 *Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1021; Code Civ. Proc., § 382.) In the settlement context,
25 class certification is properly subjected to a lesser standard of scrutiny because: (1) to the extent the class
26 certification requirements are designed to keep a lawsuit manageable for trial, that purpose is inapposite in
27 the settlement context; and (2) to the extent the class certification requirements are designed to protect the
28 interests of non-representative class members, that purpose is addressed through the court's fairness

1 analysis. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1494, 1807, n. 19.) Before approving a class
2 action settlement, the court must determine that the terms of the settlement are "fair, adequate and
3 reasonable." (*Id.* at p. 1801.) In making this determination, there is a "presumption of fairness... where: (1)
4 the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
5 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
6 percentage of objectors is small." (*Id.* at p. 1802.) To grant final approval, the trial court must
7 "independently [satisfy] itself that the consideration... received for the release of the class members'
8 claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular
9 litigation." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120.)

10 ANALYSIS

11 Plaintiff and defendant entered into the Class Action and PAGA Settlement Agreement and
12 Release (attached as **Exhibit A** to this order) ("Settlement Agreement"), which, if approved, would
13 resolve the putative class and PAGA action. Upon review and consideration of the motion papers and
14 documents submitted by the parties, including the Settlement Agreement and all exhibits thereto, IT IS
15 HEREBY ORDERED:

- 16 1. The court has jurisdiction over this matter and venue is proper.
- 17 2. This action is provisionally certified as a class action, for settlement purposes only, pursuant to
18 California Code of Civil Procedure section 382 and California Rules of Court rule 3.763. The class
19 is all hourly non-exempt employees of Defendant in California from March 4, 2021, through
20 October 28, 2025. (Settlement Agreement, ¶¶ 2, 7.) "PAGA Aggrieved Employees" are defined as
21 all hourly non-exempt employees who worked for Defendant in California from December 30,
22 2023, through October 28, 2025 (Settlement Agreement, ¶¶ 22, 26.)
- 23 3. The court conditionally approves the proposed settlement as within the range of possible final
24 approval.
- 25 4. The court conditionally appoints The Wheeler law Firm, APC as Class Counsel for the Plaintiff
26 Class.
- 27 5. The court preliminarily appoints plaintiff Londy Cabrera as class representative for the Plaintiff
28 Class.

- 1 6. The court preliminarily finds, for purposes of this Settlement only, that the Class Representative
2 and Class Counsel fairly and adequately represent and protect the interests of the absent Plaintiff
3 Class.
- 4 7. The court approves and appoints Phoenix Settlement Administrators ("Phoenix") to serve as the
5 Settlement Administrator and directs Phoenix to carry out all duties and responsibilities of the
6 Settlement Administrator specified in the Settlement Agreement.
- 7 8. Pursuant to California Rules of Court, rule 3.769(f), the court approves the manner of class notice
8 set forth in the Settlement Agreement. The court approves the form and content of the Notice
9 attached as **Exhibit B**.
- 10 9. The court finds that the Notice constitutes the best notice practicable under the circumstances and
11 is valid, due and sufficient notice to the Settlement Class of the pendency of the action,
12 preliminary certification of the Settlement Class, the terms of the Settlement, procedures for
13 objecting to the settlement, and time and place of the Final Approval Hearing. The proposed
14 manner of class notice satisfies the requirements of due process, and complies with applicable law,
15 including California Code of Civil Procedure section 382 and California Rules of Court, rule
16 3.769. Class Counsel shall proofread the Notice for typos and fill in all blanks, including all
17 highlighted dates and addresses prior to sending the Notice.

18 10. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator no later than [14 days after preliminary approval]:	March 9, 2026
Settlement Administrator to mail Class Notice, Request for Exclusion and Objection Form to Class Members no later than [10 days after receiving class data]:	March 19, 2026
Plaintiffs file motion for attorneys' fees and costs and service award [at least 30 days prior to deadline for submitting requests for exclusion and objections]	March 19, 2026
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement 30 days after mailing]:	April 20, 2026 (postmark deadline)
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	May 20, 2026
Final Approval Hearing:	June 17, 2026

- 26 11. A final approval hearing shall be held on **June 17, 2026, at 9:00 a.m.** in Department 613, San
27 Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the court will
28

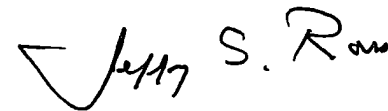
1 determine whether the settlement should be finally approved as fair, reasonable and adequate to
2 the Settlement Class; whether the Final Approval Order and Judgment should be entered; whether
3 Class Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any
4 request for a service award should be approved.

5 12. The court reserves the right to modify the date of the Final Approval Hearing and related deadlines
6 set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by order
7 of the court without further notice to the Class Members.

8 13. If for any reason the court does not approve the Settlement, it will be of no force or effect, and the
9 parties shall be returned to their original respective positions.

10 14. Pending the final determination of whether the settlement should be approved, all proceedings in
11 this Action, except as may be necessary to implement the settlement or comply with the terms of
12 the settlement, are hereby stayed.

13
14
15 Dated: February 23, 2026



16 JEFFREY S. ROSS
17 Judge of the Superior Court
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EXHIBIT A

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
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Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

LONDY CABRERA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

PIZZA MADISON LLC, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CGC-25-628992

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: September 10, 2025
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

1 This Class Action and PAGA Settlement and Release ("Settlement Agreement") is entered
2 into by and between Plaintiff Lony Cabrera ("Plaintiff"), on behalf of herself and all others similarly
3 situated, on the one hand, and Defendant, Pizza Madison LLC ("Pizza Madison" or "Defendant"), on
4 the other hand. Plaintiff and Defendant are collectively referred to herein as "Parties" and individually
5 referred to herein as a "Party." In consideration of the mutual covenants, promises, and agreements
6 set forth herein, the Parties agree that, pursuant to the terms and conditions set forth herein, which are
7 subject to approval of the Court, this Action and the Released Claims shall be settled and compromised
8 as between Plaintiff and the Class on the one hand and Defendant on the other hand.
9

10 **DEFINITIONS**

11 1. "Action" means *Lony Cabrera v. Pizza Madison LLC, et al.*, Superior Court of the
12 State of California for the County of San Francisco, Case No.: CGC-25-628992.

13 2. "Class" means all non-exempt, hourly employees who worked for Defendant at any time
14 in the state of California from March 4, 2021, through October 28, 2025.

15 3. "Class Counsel" means Scott Ernest Wheeler and Justin A. Wheeler of The Wheeler
16 Law Firm, APC.

17 4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and
18 resolution of this Action and Class Counsel's expenses and costs incurred in connection with this
19 Action.

20 5. "Class Information" means information regarding Class Members that Defendant will
21 in good faith compile from its records and provide to the Settlement Administrator. It shall be
22 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
23 Class Member's full name; social security number; last known address; last known telephone number
24 and email address (if available); and number of Compensable Workweeks and Compensable PAGA
25 Pay Periods."

26 6. "Class Member" means each person who is a member of the Class defined above and
27 who is eligible to participate in this Settlement.

28 7. "Class Period" means the time period from March 4, 2021, through October 28, 2025.

1 8. “Class Representative Service Award” means the amount that the Court authorizes to
2 be paid to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the
3 prosecution of the Action and in return for executing a general release with Defendant.

4 9. “Compensable Workweek” or “Compensable Workweeks” means a reasonable
5 estimate of workweeks worked by each Class Member as a non-exempt employee in California for
6 Defendant individually and collectively by all Class Members during the Class Period based on
7 Defendant’s records and used as a value to calculate Individual Settlement Payments. The number of
8 Compensable Workweeks for each Class Member will be determined by adding all the calendar days
9 within the inclusive dates of employment for the employee and dividing that number by seven. Any
10 partial workweek will be expressed as a percentage of a full workweek. If it can be readily determined,
11 workweeks where someone was employed but did not record any hours can be excluded from this
12 calculation.

13 10. “Compensable PAGA Pay Period” or “Compensable PAGA Pay Periods” means a
14 reasonable estimate of pay periods worked by each PAGA Member, as a nonexempt employee in
15 California for Defendant, individually and collectively by all PAGA Members, during the period from
16 of December 30, 2023, through October 28, 2025, based on Defendant’s records and used as a value
17 to calculate PAGA Payments. The number of Compensable PAGA Pay Periods for each PAGA
18 Member will be determined by adding all the calendar days within the inclusive dates of employment
19 for the employee and dividing that number by the actual length of Defendant’s standard pay period.
20 Any partial pay period will be expressed as a percentage of a full pay period. If it can be readily
21 determined, pay periods where someone was employed but did not record any hours or earnings can
22 be excluded from this calculation.

23 11. “Court” means the Superior Court for the County of San Francisco, State of
24 California.

25 12. “Defendant” means Pizza Madison LLC.

26 13. “Effective Date” means the date on which the Superior Court’s Final Approval Order
27 and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes
28 final” upon the latter of: (a) if there is no Objection to the Settlement; or if there is an Objection but it

1 is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if
2 there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter,
3 then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is
4 filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any
5 appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five
6 (65) calendar days following the date that the Final Approval Order and Judgment is filed by the
7 Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the
8 Settlement has been resolved finally and conclusively with no right to pursue further remedies or
9 relief. Defendant shall fund the Gross Settlement Amount in accordance with Paragraph 54 of this
10 Agreement.

11 14. "Final Approval Order and Judgment" means an order and judgment that the Court
12 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

13 15. "Gross Settlement Amount" means the maximum amount which Defendant is
14 obligated to pay under this Settlement Agreement, which is One Hundred and Thirty Thousand
15 Dollars (\$130,000.00), subject to increase *only* under the circumstances set forth in paragraph 58. This
16 is an "all in" non-reversionary Settlement in which Defendant is required to pay the entire Gross
17 Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any
18 circumstances. Payments of any appropriate and lawfully-required employer's share of the payroll
19 taxes on the taxable portion of the settlement payments shall be paid separately from the Gross
20 Settlement Amount by Defendant within thirty (30) calendar days after the Effective Date.

21 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
22 Amount to each Settlement Class Member.

23 17. "LWDA" means the California Labor and Workforce Development Agency.

24 18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
25 Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA
26 penalties, and Settlement Administration Costs.

27 19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form
28 attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA

1 Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement
2 process, and each Class Member's estimated Individual Settlement Payment. Notice of Class
3 Settlement will be provided to the Class in English and Spanish.

4 20. "Operative Complaint" means the Class Action and PAGA Representative Complaint
5 on file in this action.

6 21. "Objection" means a letter or other written communication submitted by a Class
7 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
8 or she is objecting to any of the terms of the Settlement.

9 22. "PAGA Member" or "PAGA Members" means all non-exempt, hourly employees
10 who worked for Defendant at any time in the state of California from December 30, 2023, through
11 October 28, 2025.

12 23. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
13 Plaintiff or Defendant, individually and/or collectively.

14 24. "Payment Ratio" means the respective Compensable Workweeks for each Settlement
15 Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

16 25. "PAGA Payment Ratio" means the respective Compensable PAGA Pay Periods for
17 each PAGA Member divided by the total Compensable PAGA Pay Periods for all PAGA Members.

18 26. "PAGA Period" means the time period from December 30, 2023, through October
19 28, 2025.

20 27. "Plaintiff" or "Class Representative" refers to Londy Cabrera.

21 28. "Preliminary Approval Date" means the date upon which the Court files an order
22 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
23 Settlement.

24 29. "Request for Exclusion" means a letter or other written communication submitted by
25 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
26 that he or she is electing to be excluded from the Settlement.

1 30. "Released Claims by Plaintiff" are set forth in paragraph 47 below. As of the date
2 Defendant fully funds the Settlement, Plaintiff will, and hereby does, release the Released Claims by
3 Plaintiff.

4 31. "Released Claims by Settlement Class Members" means: As of the Effective Date,
5 Settlement Class Members shall fully and finally release and discharge Released Parties from any and
6 all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
7 damages, or causes of action contingent or accrued for, that were pleaded in, or that arise out of or
8 relate to the facts and claims alleged in the Operative Complaint, including any claims for: (a) failure
9 to provide required meal periods, California Labor Code §§ 226.7, 510, 512, 1194, 1197, IWC Wage
10 Order No. 5-2001, §11; (b) failure to provide required rest periods, California Labor Code §§ 226.7,
11 512, and IWC Wage Order No. 5-2001, §12; (c) failure to pay overtime wages, California Labor Code
12 §§ 510, 1194, 1198 and IWC Wage Order No. 5-2001, §3; (d) failure to pay minimum wages,
13 California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, §4; (e) failure to timely pay
14 wages §§ 204 and 210; (f) failure to timely pay all wages during employment and to discharged and
15 quitting employees, California Labor Code §§ 201, 202 and 203; (g) failure to furnish accurate,
16 itemized wage statements, in violation of California Labor Code §§ 226, and IWC Wage Order No.
17 5-2001, §7; (h) failure to maintain required records, in violation of California Labor Code §§226,
18 1174, and IWC Wage Order No. 5-2001, §7; (i) failure to reimburse necessary business expenses,
19 California Labor California Labor Code §2802; and (l) unlawful business practices under California,
20 Business and Professions Code §17200, et seq. predicated on any of the violations of the California
21 Labor Code and the applicable IWC Wage Order(s) as alleged in the Operative Complaint including
22 but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties;
23 and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the
24 primary rights asserted in the Operative Complaint. This release shall apply to any and all claims
25 arising during the Class Period that are based on or arise out of the facts alleged in the Operative
26 Complaint. Plaintiff and Defendant intend that the Settlement described in this Settlement Agreement
27 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
28 arbitration, demand, or other action of any kind, by each and all of the Settlement Class Members to

1 obtain a recovery to any and all of the Released Claims. This release excludes the release of claims
2 not otherwise permitted by law, e.g., Worker's Compensation and unemployment insurance benefits.

3 32. "Released Parties" collectively mean: (i) Defendant; (ii) Defendant's respective past,
4 present and future parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present
5 and future shareholders, owners, managers, officers, directors, partners, members, agents, employees,
6 attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

7 33. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
8 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
9 on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the
10 Settlement; or (c) submit a dispute concerning the number of Compensable Workweeks and/or
11 Compensable PAGA Pay Periods he/she/they worked.

12 34. "Settled PAGA Claims" means claims for civil penalties only under the Private
13 Attorneys General Act ("PAGA"), based on claims that were alleged in Plaintiff's PAGA Notice dated
14 March 4, 2025, or arise out of the facts alleged therein, arising during the PAGA period, including but
15 not limited to: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510, 512,
16 and IWC Wage Order No. 5-2001, §11; (b) failure to provide required rest periods, California Labor
17 Code §§ 226.7, 512 and IWC Wage Order No. 5-2001, §12; (c) failure to pay overtime wages,
18 California Labor Code §§510, 1194, 1197, 1198, and IWC Wage Order No. 5-2001, §3; (d) failure
19 to pay minimum wages and split shift premiums, California Labor Code §§ 1194, 1197 and IWC
20 Wage Order No. 5-2001, §4; (e) failure to timely pay all wages due during employment and to
21 discharged and quitting employees, California Labor Code §§ 201-204, 210; (f) failure to furnish
22 accurate, itemized wage statements, California Labor Code §§ 226, 226.3 and IWC Wage Order No.
23 5-2001, §7; (g) failure to maintain required records, California Labor Code §§ 226, 1174 and IWC
24 Wage Order No. 5-2001, §4; (h) failure to reimburse for necessary business expenses, California
25 Labor Code § 2802; (i) failure to pay all gratuities, California Labor Code §351; (j) failure to provide
26 suitable seating, in violation of IWC Wage Order 5-2001, Section 14; (k) failure to implement a
27 workplace violence prevention policy, California Labor Code §§6401.7 and 6401.9; (l) failure to
28 implement an indoor heat prevention policy, California Labor Code §671 and IWC Wage Order 5-

2001, §10 and California Code of Regulations, Sections 3395 and 3396, Title 8; and the violation of any other primary rights alleged in Plaintiff's Operative Complaint and in Plaintiff's PAGA Notice dated March 4, 2025. This release is expressly limited to claims for civil penalties arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice or arise out of the facts alleged therein.

35. "Settlement" means the disposition of the Action pursuant to this Agreement.

36. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

37. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"). The Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations of the Notice of Class Settlement; printing, mailing and emailing (if a Class Member's email address is available) the Notice of Class Settlement to the Class in English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Settlement Administrator will provide notice of the continuance of the final approval hearing date if a Class member submits a timely objection. The Parties agree that they have no financial interest or other relationship with Phoenix that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

38. "Settlement Class" or "Settlement Class Members" means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

39. Procedural History. On September 10, 2025, Plaintiff filed a Class Action and PAGA Representative Action Complaint against Defendant, Pizza Madison LLC, in San Francisco Superior Court, Case No.: CGC-25-628992 which is the "Operative Complaint."

1 40. Investigation and Discovery. The Parties have conducted significant investigation of
2 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
3 discovery and investigation included, *inter alia*, the exchange of information and extensive documents
4 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
5 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
6 law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

7 41. Mediation. The Parties participated in a private mediation session with the highly
8 experienced mediator, Louis Marlin, Esq., on August 8, 2025. After a full day of mediation, a
9 Mediator's Proposal was made and accepted by the Parties resulting in proposed settlement regarding
10 the material terms for a proposed class action and PAGA settlement that would fully resolve this
11 matter, subject to Court approval.

12 42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
13 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
14 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
15 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
16 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
17 Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
18 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
19 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
20 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
21 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
22 best interests of the Class.

23 43. Defendant's Reasons for Settlement. Defendant concluded that any further defense of
24 this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's
25 time, energy, and resources have been and, unless this Settlement is completed, will continue to be
26 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the
27 risks of further litigation in reaching their decision to enter into this Settlement. Even though
28 Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiff in this

1 Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
2 Settlement Agreement to put to rest the claims in this Action.

3 **STIPULATION AND AGREEMENT**

4 44. NOW THEREFORE, in consideration of the mutual covenants, promises, and
5 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

6 45. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
7 Plaintiff, Settlement Class Members, and Defendant, subject to the terms and conditions hereof.

8 46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
9 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
10 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
11 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
12 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
13 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
14 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
15 own, independent legal and tax counsel for advice (including tax advice) in connection with this
16 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
17 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
18 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
19 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
20 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
21 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
22 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
23 contemplated by this Agreement.

24 47. Released Claims by Plaintiff. As of the date Defendant fully funds the Settlement,
25 Plaintiff agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph
26 31 above. In addition to Release of Claims by Settlement Class Members and as a material inducement
27 to Defendant to enter into this Settlement Agreement, Plaintiff does hereby, for herself and for her
28 spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,

conservators, guardians, personal representatives, and assigns, forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with or work for Defendant or the remuneration for or termination of such employment.

Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226.7, 227.3, 246, 248.1, 248.2, 248.3, 248.6, 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2802, 2698 et seq., and 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination such as by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release

1 **and that, if known by him or her, would have materially affected his or her**
2 **settlement with the debtor or released party.**

3 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
4 and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge
5 that this Settlement Agreement is intended to include in its effect, without limitation, all claims that
6 Plaintiff knew of, as well as all claims that she does not know or suspect to exist in his favor against
7 the Released Parties, or any of them, for the time period from the beginning of time to the execution
8 of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment
9 of any such claims. Plaintiff and Plaintiff's Counsel do not currently intend to pursue any claims
10 against Defendant, including, but not limited to, any and all claims relating to or arising from
11 Plaintiff's employment with Defendant, and Plaintiff's Counsel is not currently aware of any facts
12 or legal theories upon which any claims or causes of action could be brought against Defendant,
13 excepting those facts or legal theories alleged in the Operative Complaint in this Action. This
14 release does not include claims which cannot be released such as those for unemployment or
15 Worker's Compensation benefits.

16 48. Class Certification. For settlement purposes only, Defendant will stipulate that the
17 Settlement Class Members described herein who do not request exclusion from the Settlement Class
18 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
19 admission that class action certification is proper and shall not be admissible in this or in any other
20 action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final
21 Approval for any reason, the Parties' stipulation to class certification as part of the Settlement
22 Agreement shall become null and void *ab initio* and shall remain protected by California Evidence
23 Code Section 1152 and shall have no bearing on and shall not be admissible in connection with the
24 issue of whether certification would be appropriate in a non-settlement context. Plaintiff expressly
25 reserves her rights and declares that she will continue to pursue class certification and a trial should
26 the Court fail to grant Final Approval.

1 49. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
2 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
3 have this matter presented to the Court for preliminary and final approval.

4 50. Release of Claims by Settlement Class Members. As of the Effective Date, Settlement
5 Class Members release the "Released Claims by Settlement Class Members," as defined.

6 51. Release of Settled PAGA Claims. As of the Effective Date, PAGA Members release
7 the "Settled PAGA Claims," as defined.

8 52. Settlement Administration. Within fourteen (14) calendar days after the Preliminary
9 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

10 53. Notice to the Class. Upon receipt of the Class Information, the Settlement
11 Administrator will perform a search based on the National Change of Address Database to update and
12 correct any known or identifiable address changes. Within ten (10) calendar days after receiving the
13 Class Information, the Settlement Administrator shall mail and email (if a Class Member's email
14 address is available) copies of the Notice of Class Settlement to all Class Members via regular First
15 Class U.S. Mail and email (if available) in both English and Spanish. The Settlement Administrator
16 shall exercise its best judgment to determine the current mailing and email address for each Class
17 Member. The address identified by the Settlement Administrator as the current mailing address shall
18 be presumed to be the best mailing address for each Class Member."

19 a. Undeliverable Notices. Any Notice of Class Settlement returned to the
20 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to
21 the forwarding address affixed thereto, if any, within ten (10) calendar days. For any undeliverable
22 Notice of Class Settlement returned for which no forwarding address is affixed, the Settlement
23 Administrator will conduct its investigation for an updated address of the Class Member and re-mail
24 the Notice of Class Action Settlement. If an updated address is found, the Settlement Administrator
25 shall have seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the
26 undelivered envelope. The Settlement Administrator will provide a cover letter notifying the Class
27 Member of the extended Response Deadline, i.e., that any Class Member who receives a re-mailed
28 Notice of Class Settlement shall have thirty (30) days after the postmark date of the re-mailed Notice

1 of Class Settlement to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement;
2 or (c) submit a workweek or PAGA pay period dispute.

3 b. Disputes Regarding Individual Settlement Payments. Class Members will have
4 the opportunity, should they disagree with Defendant's records regarding the dates of employment
5 stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show
6 contrary information by the Response Deadline. The dispute form must: (a) contain the full name,
7 address, and telephone number of the Class Member, and the last four digits of the Class Member's
8 social security number or full employee ID number; (b) contain the case name and case number; (c)
9 include a clear statement by the Class Member that he or she is disputing the number of Compensable
10 Workweeks and/or Compensable PAGA Pay Periods and the basis for the dispute; (d) include any
11 documentation demonstrating that the number of Compensable Workweeks and/or Compensable
12 PAGA Pay Periods listed in the Notice of Class Settlement is incorrect; (e) be signed by the Class
13 Member; and (f) be postmarked by the Response Deadline. The date of the postmark on the return
14 mailing envelope on the dispute form shall be the exclusive means used to determine whether it has
15 been timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties,
16 but Defendant shall have the right to provide input and supporting records before any adjustment is
17 made. The Settlement Administrator is the final decisionmaker regarding disputes over the number of
18 Compensable Workweeks and/or Compensable PAGA Pay Periods and will inform Class Members of
19 the final determination regarding any such disputes. In addition to U.S. Mail, a Class Member may also
20 submit a dispute form by facsimile or email to the Settlement Administrator within the Response
21 Deadline. The Settlement Administrator shall then determine the eligibility for, and the amounts of,
22 any Individual Settlement Payments under the terms of this Agreement. In the absence of
23 circumstances indicating fraud, manipulation or destruction, Defendant's records shall be given a
24 rebuttable presumption of accuracy and shall control unless the Class Member produces reliable
25 documentary evidence to the contrary.

26 c. Request for Exclusion. Class Members who wish to exclude themselves from
27 the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response
28 Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number

1 of the Class Member, and the last four digits of the Class Member's social security number or full
 2 employee ID number; (b) contain the case name and case number; (c) contain a clear statement by the
 3 Class Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
 4 Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the
 5 postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall
 6 be the exclusive means used to determine whether it has been timely submitted. In addition to U.S.
 7 Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement
 8 Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively
 9 invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can
 10 ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any
 11 Class Member who requests to be excluded from the Settlement Class shall not be entitled to any
 12 recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right
 13 to object, appeal or comment thereon except as to any distribution based upon PAGA penalties.
 14 PAGA Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be
 15 released even if the Class Member submits a timely Request for Exclusion. Class Members who fail
 16 to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
 17 by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

18 d. Objections. Class Members who wish to object to the Settlement can either
 19 mail or send by facsimile or email to the Settlement Administrator a written Objection by the
 20 Response Deadline. The Objection should: (a) contain the full name, address, and telephone number
 21 of the Class Member, and the last four digits of the Class Member's social security number or full
 22 employee ID number; (b) contain the case name and case number; (c) contain the dates of
 23 employment of the Class Member; (d) be signed by the Class Member; (e) state the basis for the
 24 Objection, including any legal briefs, papers or memoranda in support of the Objection; and (f) be
 25 postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on
 26 the Objection shall be the exclusive means used to determine whether the Objection has been timely
 27 submitted. Class Members who submit a timely Objection will have a right to appear at the final
 28 approval hearing in order to have their Objection heard by the Court. At no time shall any of the

1 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections
2 to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel shall not
3 represent any Class Members with respect to any such Objections. The Settlement Administrator
4 will provide the Parties with any Objection within five (5) calendar days of receipt of the Objection.
5 Plaintiff will file any and all Objections with the Court in advance of the Final Approval Hearing.
6 Oral or written Objections may also be made at the Final Approval hearing without a written
7 objection being submitted, but only with the Court's express permission. If the Court rejects the
8 objection, the individual will be bound by the terms of the Settlement. Objections will still be valid
9 even if the person who submits the Objection does not attend the Final Approval Hearing.

10 e. If greater than ten (10) percent of the Class Members opt out or object to this
11 Settlement Agreement, or if any combination of opt-outs and objections involves Class Members
12 whose collective share of the Net Settlement Amount equals or exceeds five (5) percent, Defendant
13 will have the right to rescind and terminate the Settlement without prejudice to their pre-settlement
14 positions and defenses in the litigation. In such a case, the Parties and any funds to be awarded shall
15 be returned to their respective statuses as of the date and time immediately prior to the execution of
16 this Agreement.

17 f. Except for those Settlement Class Members who exclude themselves in
18 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members
19 will: (i) be deemed to be Settlement Class Members for all purposes under this Settlement Agreement;
20 (ii) will be bound by the terms and conditions of this Settlement Agreement, the Judgment, and the
21 releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived
22 all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

23 54. Funding Gross Settlement Amount. After the Effective Date, Defendant shall fund the
24 Gross Settlement Amount in six (6) equal monthly installments, with the first installment due thirty
25 (30) calendar days after the Effective Date, and each subsequent installment due every thirty (30)
26 calendar days thereafter until the total Gross Settlement Amount has been paid in full. Defendant may,
27 at its sole discretion, prepay any installment or the entire remaining balance at any time without
28 penalty or interest. Timely payment of each installment in accordance with this schedule shall fully

satisfy Defendant's funding obligations under this Agreement, and no interest, penalties, or acceleration shall apply so long as Defendant makes the installment payments in good faith within a reasonable margin of the scheduled dates. The Settlement Administrator shall not issue any distributions until the full Gross Settlement Amount has been received, unless the Court expressly orders otherwise. The Settlement is "all-in", non-reversionary and no funds will return to Defendant. Payments of any appropriate and lawfully-required employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid by Defendant separately from and in addition to the Gross Settlement Amount.

55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address.

a. The Settlement Administrator shall calculate the total Compensable Workweeks and Compensable PAGA Pay Periods for all Settlement Class Members based on the Class Information provided by Defendant. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will apply to determining the Payment Ratio for Compensable PAGA Pay Periods. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount (which excludes the PAGA Payment) to determine his or her Individual Settlement Payment. A similar calculation will apply to determining the Payment Ratio for Compensable PAGA Pay Periods, which will be used solely to allocate the PAGA Members' 35% share of the PAGA Payment.

b. Individual Settlement Payments due to each Settlement Class Member shall be designated as follows:

1. Twenty-Five Percent (25%) of the Individual Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be

1 deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
2 issue a W-2 Form to each Settlement Class Member in relation to this payment.

3 2. Sixty-Five Percent (65%) of the Individual Settlement Payment shall
4 represent payment of all penalties. These payments will not be subject to withholding of local, state,
5 and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
6 Class Member in relation to these payments.

7 3. Ten Percent (10%) of the Individual Settlement Payment shall represent
8 payment of all interest. These payments will not be subject to withholding of local, state, and federal
9 taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member
10 in relation to these payments.

11 (a). Class Members With Missing/Unverifiable Social Security
12 Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual
13 Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue
14 Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all
15 necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable
16 IRS regulations on issuing 1099's without a social security number or tax entity identification number,
17 and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross
18 Settlement Amount, including, but not limited to, limiting payments below the reportable threshold
19 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
20 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
21 least 30 days between the two contacts.

22 c. Uncashed Settlement Checks. Individual Settlement Payment checks shall
23 remain negotiable for one hundred and eighty (180) days from the postmark date of issuance. If the
24 Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the
25 check will be voided, and the funds associated with any such voided checks shall be distributed to the
26 State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class
27 Member. The Release will be binding upon all Participating Class Members, including those who do
28 not cash their checks within the 180-day period. The Parties agree that this disposition results in no

1 “unpaid cash residue,” or “unclaimed or abandoned funds” as the entire Net Settlement Amount will
2 be paid out to the Participating Class Members, whether or not they all cash their payment checks.

3 1. Uncashed PAGA Member Checks. Uncashed PAGA Member
4 settlement checks shall be distributed to the State of California Controller’s Office, Unclaimed
5 Property Division, in the name of the PAGA Member.

6 d. Certification By Settlement Administrator. The Parties have the right to
7 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
8 Administrator concerning the administration of the Settlement will be resolved by the Court, under
9 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
10 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
11 completion of administration of the Settlement, the Settlement Administrator shall provide written
12 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
13 necessary.

14 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
15 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
16 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
17 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
18 Settlement Class Member to additional compensation or benefits under any company compensation
19 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
20 any Settlement Class Member to any increased pension and/or retirement, or other deferred
21 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
22 provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class
23 Members in connection with this Settlement, and that the Settlement Class Members are not entitled
24 to any new or additional compensation or benefits as a result of having received the Individual
25 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
26 compensation plan document that might have been in effect during the period covered by this
27 Settlement).

28

1 f. Class Representative Service Award. Defendant agrees not to oppose or object
2 to a Class Representative Service Award to Plaintiff of up to Five Thousand Dollars (\$5,000.00),
3 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
4 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
5 and legally responsible to pay any and all applicable taxes on her Class Representative Service Award
6 and shall hold harmless Defendant and indemnify Defendant from any dispute, claim, or controversy
7 regarding any taxes owed by Plaintiff related to the Class Representative Service Award. The Class
8 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This
9 Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award
10 in any amount, and any amount requested by Plaintiff for the Class Representative Service Award that
11 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
12 Class Members as provided in this Agreement.

13 g. Class Counsel Award. Defendant agrees not to oppose or object to any
14 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
15 Settlement Amount, or Forty-Three Thousand, Two Hundred Ninety Dollars and Zero Cents
16 (\$43,290.00). Defendant further agrees not to oppose any application or motion by Class Counsel for
17 the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this matter
18 from the Gross Settlement Amount not to exceed Fifteen Thousand Dollars (\$15,000.00). Class
19 Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made
20 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
21 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent
22 upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any
23 amount requested by Class Counsel for the Class Counsel Award and costs that is not granted by the
24 Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
25 provided in this Agreement.

26 h. Settlement Administration Costs. The Settlement Administrator shall be paid
27 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
28 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed

Twelve Thousand and Five Hundred Dollars (\$12,500.00). Prior to the filing of a motion for final approval of this Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration. Any amount requested by the Settlement Administrator for administration costs that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class members as provided in this Settlement Agreement.

i. PAGA Payment. Twenty Thousand dollars (\$20,000) from the Gross Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004. Sixty-five percent (65%) of that amount, or \$13,000, will be paid to the LWDA and thirty-five (35%) of that amount, or \$7,000, will be paid to the PAGA Members based upon Compensable PAGA Pay Periods as determined by the PAGA Payment Ratio as set forth in Paragraph 25. This PAGA Payment is made pursuant to California Labor Code § 2699(i).

56. Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

57. Distribution of Settlement Payments. Individual Settlement Payments to Settlement Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be distributed by the Settlement Administrator within twenty (20) calendar days of receipt of the final

1 (sixth) installment of the Gross Settlement Amount from Defendant. Prior to distribution of Individual
2 Settlement Payments to the Settlement Class Members and PAGA Members, the Settlement
3 Administrator shall update the Class and PAGA Members addresses using the National Change of
4 Address Database.

5 58. Workweeks Differential. It was estimated for mediation purposes that Class Members
6 collectively worked 5,482 workweeks. If it is determined by Defendant and Plaintiff's counsel and
7 jointly confirmed by the Settlement Administrator that more than ten percent (10%) additional
8 workweeks exist through the end of the Class Period (i.e., the total workweeks exceeds 6,030), then
9 Defendant shall increase the Gross Settlement Amount on a pro rata basis according to the number of
10 additional workweeks in excess of ten percent (10%).

11 59. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
12 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
13 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
14 the Class Counsel Award; (c) the Class Representative Service Award; (d) PAGA Payment; and (e)
15 the Settlement Administration Costs.

16 60. Effect of Denial of Settlement Approval. In the event: (a) the Court does not enter the
17 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
18 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d)
19 the Settlement does not become final for any other reason; or (e) the Court fails or refuses to approve
20 any material condition of this Settlement Agreement which effects a fundamental change of the
21 Settlement Agreement, this entire Settlement Agreement shall be null and void, without need for
22 further action, and unenforceable as to all Parties herein at the option of any Party but remains
23 protected by California Evidence Code Sections 1152 and 1119. Any preliminary approval order,
24 denial of approval, or other ruling affecting this Agreement shall not be construed or offered as
25 evidence of liability, wrongdoing, or damages. Any order or judgment entered by the Court in
26 furtherance of this Settlement shall be treated as void from the beginning. In such cases, the Parties
27 and any funds to be awarded under this Settlement shall be returned to their respective statuses as of
28 the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed

1 in all respects as if this Agreement had not been executed. Further, if the Settlement Agreement is
2 voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the
3 Settlement Agreement, including any obligation by Defendant to pay the Settlement Amount, or any
4 amounts that otherwise would have been owed under this Settlement Agreement. Provided, however,
5 that the Court's determination of the amounts to be awarded for attorneys' fees, costs, service awards,
6 or settlement administration expenses shall be separate and apart from its consideration of the fairness,
7 reasonableness, and adequacy of the Settlement, and the Court's approval or reduction of any of these
8 amounts shall not operate to terminate or cancel this Settlement Agreement. Should the Court decline
9 to approve the material aspects of the Settlement, Plaintiff's Counsel and Defense Counsel will
10 promptly meet and confer in good faith, in person or by telephone, to determine whether the
11 Agreement can be revised to address the Court's concerns. Under no circumstances will Defendant
12 be required to increase the Gross Settlement Amount above One Hundred Thirty Thousand Dollars
13 (\$130,000), nor will Defendant be required to accept material changes that it reasonably believes are
14 adverse to its interests in order to procure approval. In the event an appeal is filed from the Court's
15 Final Approval Order and Judgment, or any other appellate review is sought, administration of the
16 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
17 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
18 the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the
19 Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days
20 of said notification, unless otherwise ordered by the Court.

21 61. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
22 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
23 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
24 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

25 62. No Admission by Defendant. Defendant denies any and all claims alleged in this
26 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
27 admission and shall not be used against Defendant as an admission or indication with respect to any
28 claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant desires to settle

1 and compromise the matters at issue in the Action to avoid further substantial expense and the
2 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into
3 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
4 defenses that they have asserted or could assert against Plaintiff and/or any Settlement Class Member,
5 have determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement Class
6 be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

7 63. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
8 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
9 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
10 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
11 constitute a part of this Agreement.

12 64. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
13 except such proceedings necessary to implement and complete the Settlement, holding the Action in
14 abeyance pending the final approval hearing to be conducted by the Court.

15 65. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
16 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
17 with this Agreement shall be resolved as follows:

18 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
19 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has
20 breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the
21 alleged violation.

22 b. Upon receiving notice of the alleged violation or dispute, the responding Party
23 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
24 with the reasons why the Party disputes all or part of the allegation.

25 c. If the response does not address the alleged violation to the initiating Party's
26 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
27 differences.

28 d. If Class Counsel and Defendant's Counsel are unable to resolve their

1 differences after twenty (20) calendar days, either Party shall first contact the mediator (Louis Marlin,
2 Esq.) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion
3 for enforcement with the Court. The briefing of such motion should be in letter brief form and shall
4 not exceed five (5) single-spaced pages (excluding exhibits).

5 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
6 this Section may be recovered by any Party that prevails under the standards set forth within the
7 meaning of applicable law.

8 66. Notice. Unless otherwise specifically provided herein, all notices, demands or other
9 communications given hereunder shall be in writing and shall be deemed to have been duly given as
10 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
11 mail, return receipt requested, addressed:

12 To the Settlement Class:

13 THE WHEELER LAW FIRM, APC
14 Scott Ernest Wheeler
15 Justin A. Wheeler
16 250 West First Street, Suite 216
17 Claremont, California 91711
18 Telephone: (909) 621-4988
19 Facsimile: (909) 621-4622
20 Email: sew@scottwheelerlawoffice.com
21 jaw@scottwheelerlawoffice.com

22 To Defendant:

23 GORDON & REES
24 Matthew J. Wayne
25 315 Pacific Avenue
26 San Francisco, California 94111
27 Telephone: (415) 875-3397
28 Email: mwayne@grsm.com

67. Amendment or Modification. This Agreement may be amended or modified only by
a written instrument signed by counsel for all Parties and approved by the Court.

68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
the entire Agreement among these Parties, and no oral or written representations, warranties, or
inducements have been made to any Party concerning this Agreement or its Exhibits other than the

representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such disagreement. The person signing this Agreement on behalf of Defendant represent and warrant that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

70. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

71. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

72. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall,

1 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
2 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
3 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part
4 of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is
5 not approved, the stipulation will be of no force or effect.

6 73. California Law Governs. All terms of this Settlement Agreement and the Exhibits
7 hereto shall be governed by and interpreted according to the laws of the State of California.

8 75. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
9 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
10 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

11 76. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,
12 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
13 of the terms of this Settlement Agreement and all orders and judgments entered in connection
14 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
15 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders
16 and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to
17 approval by the Court.

18 77. Construction. The Parties hereto agree that the terms and conditions of this Settlement
19 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that
20 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
21 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
22 and Defendant expressly waives the common-law and statutory rule of construction that ambiguities
23 should be construed against the drafter of an agreement and further agree, covenant, and represent that
24 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
25 according to its fair meaning.

26 78. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
27 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
28

1 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
2 contractual and not merely a recital.

3 79. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
4 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
5 successors and assigns.

6 80. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
7 because the members of the Settlement Class are numerous, it is impossible or impractical to have
8 each Settlement Class Member execute this Settlement Agreement. The Notice will advise all
9 Settlement Class Members of the binding nature of the release provided herein and such Release
10 shall have the same force and effect as if this Settlement Agreement were executed by each
11 Settlement Class Member.

12 81. Voluntary Agreement. The Parties acknowledge that they have entered into this
13 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
14 or undue influence of any Party, and not in reliance on any promises, representations, or statements
15 made by the other Parties other than those contained in this Settlement Agreement. Each of the
16 Parties hereto expressly waives any right they might ever have to claim that this Settlement
17 Agreement was in any way induced by fraud.

18 82. Opportunity to Consult with Counsel. Prior to execution of this Settlement
19 Agreement, each Party has read this entire Settlement Agreement and has been given the
20 opportunity to consult with independent counsel of their choosing and to have such independent
21 counsel advise as to the meaning of this Settlement Agreement and its legal effect.

22 83. Counterparts. This Settlement Agreement may be executed in counterparts, and when
23 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed
24 an original, and, when taken together with other signed counterparts, shall constitute one fully-signed
25 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
26 signatures shall have the same force and effect as an original.

27 84. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated: 11/17/2025

By: 
Lundy Cabrera

Pizza Madison LLC

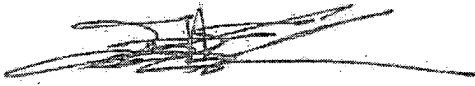
Dated: _____

By: _____
Title: _____

APPROVED AS TO FORM:

Dated: November 17, 2025

THE WHEELER LAW FIRM, APC

By: 
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

Dated: November ____, 2025

GORDON & REES

By: _____
Matthew J. Wayne

Attorneys for Defendant

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated: _____

By: _____
Londy Cabrera

Pizza Madison LLC

Dated: November 12, 2025

Signed by:
MARC SCHECHTER
By: _____
Title: CEO

APPROVED AS TO FORM:

Dated: November ____, 2025 THE WHEELER LAW FIRM, APC

By: _____
Scott Ernest Wheeler
Justin A. Wheeler
Attorneys for Plaintiff and the Putative Class

Dated: November 13, 2025

GORDON & REES

By: _____
Matthew J. Wayne
Attorneys for Defendant

EXHIBIT B

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Londy Cabrera v. Pizza Madison LLC, et al.

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO
CASE NUMBER: CGC-25-628992

PLEASE READ THIS NOTICE

You are receiving this notice because you have been identified as someone who worked for Pizza Madison LLC (“Defendant”) during the period of time from March 4, 2021, through October 28, 2025.

In the lawsuit, Plaintiff, Londy Cabrera (“Plaintiff”), alleged that Defendant failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to pay overtime wages, failed to pay minimum wages, failed to timely pay all wages, failed to pay all wages due to quitting and discharged employees at the time of separation, failed to provide accurate wage statements, failed to maintain accurate payroll records, failed to reimburse for reasonable and necessary business expenses, unfair business practices and penalties predicated on the Labor Code violations pursuant to Labor Code sections 2699-2699.5 (“PAGA”). Defendant denies Plaintiff’s allegations and contends that it complied with the applicable laws.

“Class Member(s)” are defined as: all non-exempt, hourly employees who worked for Defendant at any time in the State of California from March 4, 2021, through October 28, 2025. (Collectively, the Class Members are referred to as the “Class”).

“Class Period” means the time period from March 4, 2021, through October 28, 2025.

“PAGA Member(s)” are defined as: all non-exempt, hourly employees who worked for Defendant at any time in the State of California from December 30, 2023, through October 28, 2025.

The **“PAGA Period”** is the time period from December 30, 2023, through October 28, 2025.

You have been identified by Defendant’s records as a Class Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement and Release (“Settlement”), preliminarily approved by the Court. Please read this Notice carefully. It may affect your legal rights. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to remain in the Class, be bound by the Settlement and receive your Individual Settlement Payment, and if eligible, PAGA Payment , then you need not do anything.
Exclude Yourself From the Settlement	If you do not want to be bound by the Settlement, you must follow the instructions in Section 6 to exclude yourself. If you exclude yourself, you will not receive your Individual Settlement Payment, and you will not release the Settled Claims against Released Parties defined in Section 4 below. If this Settlement is approved by the Court, and you are a PAGA Member, you will receive your PAGA payment and the Settled PAGA Claims will be released even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the Settlement, you must follow the instructions in Section 7. If you object, you will still be bound by the terms of the Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member as defined above. This Notice provides you with information about (1) the terms of the Settlement, including the claims that are being released, (2) the total monetary amount

of the Settlement, (3) your estimated Individual Settlement Payment provided you remain a Settlement Class Member, and (4) where to find additional information regarding the case and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you do nothing, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

2. WHAT IS THIS CASE ABOUT?

The Class Action Complaint for Damages was filed on September 10, 2025, in the Superior Court of California, County of San Francisco, commencing the lawsuit entitled *Londy Cabrera v. Pizza Madison LLC*, Case No. CGC-25-628992. Plaintiff alleged on behalf of herself and the Class the following claims against Defendant for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay timely wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to furnish accurate, itemized wage statements; (8) failure to maintain records; (9) failure to reimburse necessary business expenses; (10) unfair business practices; and (11) violation of PAGA, predicated on the violations of the California Labor Code and applicable IWC Wage Order as alleged in the Operative Complaint.

The resolution of the PAGA claim ("PAGA Settlement") includes any all non-exempt, hourly employees who worked for Defendant at any time in the State of California from December 30, 2023, through October 28, 2025 ("PAGA Members").

The Court has not ruled on the merits of Plaintiff's claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final approval hearing.

3. THE SETTLEMENT TERMS AND CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS AND PAGA PAYMENTS.

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of One Hundred and Thirty Thousand Dollars (\$130,000.00) to settle the Action if approved by the Court.

The following amounts will be paid from the Gross Settlement Amount:

- Service Payment to Plaintiff for his service as Class Representative in the amount of up to Five Thousand Dollars and Zero Cents (\$5,000.00);
- Attorneys' Fees not to exceed Forty-Three Thousand, Two Hundred and Ninety Dollars (\$43,290.00) (i.e., 1/3 of the Gross Settlement Amount) to Class Counsel and up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for reimbursement of litigation costs and expenses ("Attorneys' Costs") (Class Counsel will not seek attorney's fees from any increase to the Gross Settlement Amount);
- The amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) allocated to the payment of civil penalties under PAGA (the "PAGA Allocation");
- The costs associated with administration of the Settlement, estimated to be Twelve Thousand and Five Hundred Dollars and Zero Cents (\$12,500.00) ("Settlement Administration Costs").

Individual Settlement Payment: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount". The Net Settlement Amount will be allocated to all Class Members who do not request to be excluded from the Settlement ("Settlement Class Members") on a *pro rata* basis, based on their number of Compensable Work Weeks. Each payment is called an "Individual Settlement Payment" and will be calculated as follows:

1. The Settlement Administrator will determine the number of work weeks worked by Class Members in California as a non-exempt employee during the Class Period ("Compensable Work Weeks");
2. The Settlement Administrator will determine the value of a single Compensable Work Weeks by dividing the Net Settlement Amount by the total number of Compensable Work Weeks for each Settlement Class Member resulting in a payment ratio; and
3. Each Settlement Class Member shall receive a gross Individual Settlement Payment equal to his or her Compensable Work Weeks payment ratio multiplied by the Net Settlement Amount.

Based on your Compensable Work Weeks, your Individual Settlement Payment as a Settlement Class Member is estimated to be \$.

PAGA Payment: A total of Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount has been allocated to PAGA Settlement. Of this amount, 65% or Thirteen Thousand Dollars and Zero Cents (i.e., \$13,000.00) will be paid to California's Labor & Workforce Development Agency, and 35% or Seven Thousand Dollars and Zero Cents (i.e., \$7,000.00) (the "Net PAGA Distribution Amount") will be paid on a *pro-rata* basis to PAGA Members.

1. The Settlement Administrator will determine the number of pay periods worked by PAGA Members as non-exempt employees in California during the period from December 30, 2023, through October 28, 2025 ("Compensable PAGA Pay Periods");
2. The Settlement Administrator will determine the value of a single Compensable PAGA Pay Period by dividing the Net PAGA Distribution Fund by the total number Compensable PAGA Pay Periods by all PAGA Members.
3. Each PAGA Member shall receive a PAGA Payment equal to his or her Compensable PAGA Pay Periods multiplied by the value of a single Compensable PAGA Pay Period.

Based on these PAGA Compensable Pay Periods, your PAGA Payment is estimated to be \$ _____.

If you dispute the above information the Compensable Work Week(s) credited to you, you may submit a written dispute of the number of Compensable Work Week(s) and/or Compensable PAGA Pay Periods allocated to you ("Dispute") to the Settlement Administrator by mail, facsimile or e-mail to _____. The dispute must be postmarked, faxed or emailed no later than the [Response Deadline]. Your Dispute must: (1) contain your name, address, and telephone number and the case name and number of this action, *Londy Cabrera v. Pizza Madison LLC*, Superior Court of the State of California, County of San Francisco, Case No. CGC-25-628992; (2) be signed by you; (3) be postmarked, emailed or fax stamped on or before (INSERT DATE) and returned to the Settlement Administrator at the address, email or fax number listed below; (4) clearly state the number of Compensable Work Weeks and/or Compensable PAGA Pay Periods you believe are correct; and (5) attach any documentary evidence you have to prove the number of Compensable Work Weeks and/or Compensable PAGA Pay Periods that you believe are owed to you.

Phoenix Settlement Administrators
Re: *Londy Cabrera v. Pizza Madison LLC*
INSERT ADDRESS
Phone: (800) _____
Facsimile: (714) _____
Email: INSERT EMAIL ADDRESS

The Settlement Administrator will be the final decisionmaker regarding any Disputes and will inform Class Members of the final determination regarding any Disputes.

Twenty-five percent (25%) of each Individual Settlement Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; sixty-five percent (65%) of each Individual Settlement Payment will be considered penalties and any other non-wage related amount (e.g., liquidated damages); and ten percent (10%) of each Individual Settlement Payment will be considered interest. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each PAGA Payment will be allocated as penalties and be reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages by the time the Gross Settlement Amount is fully funded. Defendant will fund the Gross Settlement Amount over a period of time. Within thirty (30) days of entry of an order by the Court of granting preliminary approval to the Settlement, Defendant will fund the Gross Settlement Amount in six (6) equal monthly installments, with the first installment due thirty (30) calendar days after the Effective Date, and each subsequent installment due every thirty (30) calendar days thereafter until the total Gross Settlement Amount has been paid in full. All payments made by Defendant will be deposited into an interest-bearing account established by the Settlement Administrator (the "Qualified Settlement Fund"). Defendant will deposit its share of the payroll taxes separately from the Gross Settlement Amount. It is estimated that Individual Settlement Payments will be mailed to Class Members by _____.

Class Members are responsible for paying taxes on any amounts received. This Notice is not tax advice, and you should consult your tax advisor. Checks will be valid and negotiable for one-hundred and eighty (180) days; after that checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one-hundred and eighty (180) days of mailing, or are returned to the Settlement Administrator, will be cancelled and the Settlement Administrator shall send the funds associated with uncashed checks to the State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class Member. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If you do nothing, you will receive your Individual Settlement Payment.

If and when the Court grants final approval of the Settlement, as of the Effective Date, all Class Members who do not opt out of the Settlement ("Settlement Class Members") hereby do and shall fully and finally release and discharge the Released Parties, from March 4, 2021, through October 28, 2025, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded in, or that arise out of or relate to facts and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510, 512, 1194, 1197, IWC Wage Order No. 5-2001, §11; (b) failure to provide required rest periods, California Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001, §12; (c) failure to pay overtime wages, California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 5-2001, §3; (d) failure to pay minimum wages, California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001, §4; (e) failure to timely pay wages §§ 204 and 210; (f) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202 and 203; (g) failure to furnish accurate, itemized wage statements, in violation of California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, §7; (h) failure to maintain required records, in violation of California Labor Code §§226, 1174, and IWC Wage Order No. 5-2001, §7; (i) failure to reimburse necessary business expenses, California Labor Code §2802; and (l) unlawful business practices under California, Business and Professions Code §17200, et seq. predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order(s) as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising during the Class Period that are based on or arise out of the facts alleged in the Operative Complaint. Plaintiff and Defendant intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Settlement Class Members to obtain a recovery to any and all of the Released Claims. This release excludes the release of claims not otherwise permitted by law, e.g., Worker's Compensation and unemployment insurance benefits.

"Released Parties" collectively means: (i) Defendant; (ii) Defendant's respective past, present and future parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, owners, managers, officers, directors, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

5. WHAT AM I RELEASING AS A PAGA MEMBER UNDER THE SETTLEMENT?

As of the Effective Date, all PAGA Members, hereby do 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 Settled PAGA Claims.

"Settled PAGA Claims" means claims for penalties under PAGA only, and not for underlying wage and hour claims which the claims for penalties are based upon, as alleged in the Operative Complaint and the PAGA Notice dated December 30, 2023, through October 28, 2025, filed by Plaintiff, and as described in section 4, above.

Released Parties are defined in section 4 of this Notice above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR RELEASE OF SETTLED PAGA CLAIMS AND WILL RECEIVE A PAGA PAYMENT EVEN IF THEY OPT-OUT OR EXCLUDE THEMSELVES FROM THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Settled Claims, but you are not able to exclude yourself as a PAGA Member. To exclude yourself as a Settlement Class Member, you must submit a written Request for Exclusion to the Settlement Administrator ("Opt-Out Request") at the address, email or fax number listed in section 3 of this Notice above.

A valid and complete Opt-Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the *Cabrera* Action (i.e., *Londy Cabrera v. Pizza Madison LLC*, Superior Court of the State of California, County of San Francisco, Case No. CGC-25-628992); (2) be signed by the Class Member; (3) be postmarked, emailed or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number listed in section 3 of this Notice above; and (4) contain a statement something substantially similar to:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE LONDY CABRERA V. PIZZA MADISON LLC, LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT OF THE LAWSUIT. I UNDERSTAND THAT THE PAGA CLAIM WILL STILL BE RELEASED AND SETTLED."

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Settlement Payment and will not release any of the Settled Claims. However, Class Members who are also PAGA Members will receive their PAGA Payment and release the Settled PAGA Claims regardless of whether they submit an Opt-Out Request.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you believe the proposed Settlement is not fair or reasonable in any way, you may object to the entire settlement or to specific terms of the Settlement, such as the requested attorney's fees and/or costs, the amount of the requested Service Award, or the amount of the settlement administrator costs, etc.

To object, you can appear at the final approval hearing and make an oral objection. If you wish to object in writing, you should mail to the Settlement Administrator at _____, a written statement of objection, or e-mail the written objection to _____. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number of the *Londy Cabrera v. Pizza Madison LLC*, Superior Court of the State of California, County of San Francisco, Case No. CGC-25-628992; (3) contain the dates of your employment with Defendant; (4) provide a legal and factual basis for your objection and (5) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before _____. Class Counsel will provide the Court with your written objection prior to the final approval hearing.

The submission of an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. **Do not file both an Objection and Opt-Out Request.** If you file both an Objection and an Opt-Out Request, you will be excluded from the Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on [INSERT DATE AND TIME] in Department 613 of the Superior Court of the State of California, County of San Francisco, located at 400 McAllister Street, San Francisco, California 94102. The final approval hearing may be continued without further notice to Class Members, except that those Class Members who submit timely objections will receive notice from the Settlement Administrator of the continued hearing date. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class are:

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622

Attorneys for Defendant is:

GORDON & REES
Matthew J. Wayne
315 Pacific Avenue
San Francisco, California 94111
Telephone: (415) 875-3397
Email: mwayne@grsm.com

The Court has decided that the Attorneys for Plaintiff and the Class are qualified to represent the Settlement Class Members. Other than the Attorneys' Fees and Attorneys' Costs approved by the Court, which will be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, to review the Court docket, the pleadings and other records in this litigation may be examined during regular court hours at the Superior Court of the State of California, County of San Francisco, located at 400 McAllister Street, San Francisco, California 94102 or at the Court's website at: <https://sf.courts.ca.gov/>. The Court's online docket to review documents relating to this Settlement may also be found at: <https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=04DF5407C705E9C8EDEBA95EC79B0A06E83376B3>

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE
ABOUT THIS SETTLEMENT.**

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On February 23, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: February 23, 2026

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk