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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

HAROLD FOX, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

vs.

6516 F&B MANAGER LLC, a California Limited Liability Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV18764

[Assigned for all purposes to the Hon. William F. Highberger, Dept. 10]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

Settlement Approval Hearing:
Date: March 29, 2027
Time: 11:00 a.m.
Dept: 10

Action Filed: June 26, 2025
Trial Date: None Set

The Court, having considered Plaintiff Harold Fox ("Plaintiff") Motion for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of Thiago M. Coelho, the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on behalf of himself, the State of California, the LWDA, and Aggrieved Employees, on the one hand, and Defendant 6516 F&B Manager LLC ("Defendant"), on its own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. "Aggrieved Employees" means all persons who performed work for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period, including current and former employees.

4. "PAGA Period" means the period from April 18, 2024, through August 25, 2026.

5. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding the Settlement.

6. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and

provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

7. Defendant will not be required to pay any additional amounts in connection with the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $135,000.00.

8. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of 33.33% of the Gross Settlement Amount, currently estimated to be $45,000.00. The Court also awards a PAGA Counsel Litigation Expenses Payment in the amount of $3,003.26. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

9. The Court awards PAGA Service Award to Harold Fox for his services in the amount of $10,000.00. Plaintiff submitted a declaration detailing the ways in which he assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

10. The Court appoints Phoenix Settlement Administrators to serve as the Administrator. The Court concludes that the Administration Expenses Payment in the amount of $4,200.00 is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

11. The Net Settlement Amount of $72,796.74 shall be allocated as follows: 65% of the PAGA Penalties ($47,317.88) will be paid to the LWDA, and the remaining 35% ($25,478.86) will be paid to all Aggrieved Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

12. The Court directs that the Administrator send the Notice, attached as Exhibit A to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to be issued pursuant to the Settlement.

13. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, and Aggrieved Employees release claims against all Released Parties as

follows:

a. Plaintiff's Release: 1.1 Plaintiff and his respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, or (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with Plaintiff's employment with Defendant, the separation of such employment, or any other act, omission, or event occurring between the Parties arising from the employment relationship at any time prior to the date Plaintiff executed this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment

benefits or discrimination or harassment or retaliation in employment; the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. and the Portal to Portal Act, 29 U.S.C. § 251, et seq.; (2) all claims for retaliation, wrongful termination of employment, failure to provide meal period breaks, failure to provide overtime and minimum wages; failure to provide rest breaks, failure to pay all wages upon termination, failure to provide accurate itemized statements, civil penalties under PAGA, and any claim for violations of the California Labor Code, the UCL; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wages, penalties and/or benefits; and (5) all claims for attorneys' fees and costs ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

b. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice.

14. Without affecting the finality of this order and entry of judgment, the Court

retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California Code of Civil Procedure section 664.6.

15. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

16. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2027 (suggested 14 days prior to compliance hearing). The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ (proposed _____) at _____ a.m./p.m.

17. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date.

18. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

_____
HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT