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8 JUSTIN LOPEZ, and all others similarly situated

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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES**

13 **(UNLIMITED JURISDICTION)**

14
15 JUSTIN LOPEZ, on behalf of himself and all
16 others similarly situated, and as “aggrieved
17 employees” on behalf of other “aggrieved
Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 EDWARD WALTER SUNSERI, a natural
21 person doing business as Sunseri’s Bar and
22 Beverage Catering; MICHAEL SERENO, a
23 natural person; and DOES 1–50, inclusive,

24 *Defendant(s).*

Case No. 22STCV37939

15 **[PROPOSED] ORDER**
16 **PRELIMINARILY APPROVING**
17 **CLASS ACTION AND PAGA**
18 **SETTLEMENT**

Hearing Date:

Hearing Time:

Hearing Dept.: Dept. 14, The Honorable
Kenneth R. Freeman

Action filed: December 05, 2022

Trial Date: Not Set

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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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Attorneys for Plaintiff(s),
JUSTIN LOPEZ, and all others similarly situated

1 The Motion of Plaintiff Justin Lopez (hereafter referred to as “Plaintiff”) for
2 Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court,
3 The Honorable Kenneth R. Freeman presiding. The Court having considered the Motion, the
4 Class Action and PAGA Settlement Agreement and Class Notice and Addendum to the Class
5 Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement
6 Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined only that there is sufficient evidence to suggest that the proposed settlement might
11 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
12 the final hearing. The Court will make a determination at the hearing on the motion for final
13 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
14 is fair, adequate and reasonable to the Settlement Class.

15 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means a
16 member of the Class, as either a Participating Class Member or Non-Participating Class Member
17 (including a Non- Participating Class Member who qualifies as an Aggrieved Employee)
18 (collectively “Class Members”), who worked anytime during the Class Period. The “Class
19 Period” shall mean the period of time from December 06, 2018, through December 31, 2023.

20 3. Based on its records, Defendants estimate that, as of the date of the Settlement
21 Agreement, there are 209 Class Members who collectively worked a total of 6,290 Pay Periods,
22 and 150 Aggrieved Employees who worked a total of 2,900 PAGA Pay Periods during the PAGA
23 Period.

24 4. “Effective Date” means the latest of the following occurrences: (a) if any timely
25 objections are filed and not subsequently withdrawn, the 60th day after the Court enters an order
26 granting final approval of the Joint Stipulation of Class Action and PAGA Settlement; (b) if any
27 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way
28 that does not alter the terms of the Settlement; or (c) if no timely objections are filed, or if all

1 objections are withdrawn, the date upon which the Court enters an order granting final approval
2 of the Joint Stipulation of Class Action and PAGA Settlement

3 5. This action is provisionally certified pursuant to section 382 of the California Code
4 of Civil Procedure and Rule 3.760, *et seq.* of the California Rules of Court as a class action for
5 purposes of settlement only with respect to the proposed Settlement Class.

6 6. Not later than 15 days after the Court grants Preliminary Approval of the
7 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
8 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
9 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
10 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
11 employees who need access to the Class Data to effect and perform under the Settlement
12 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
13 discover that the Class Data omitted class member identifying information and to provide
14 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
15 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
16 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
17 issues related to missing or omitted Class Data.

18 7. No later than three (3) business days after receipt of the Class Data, the
19 Administrator shall notify Class Counsel that the list has been received and state the number of
20 Class Members, PAGA Members, and Pay Periods in the Class Data.

21 8. Using best efforts to perform as soon as possible, and in no event later than 14
22 days after receiving the Class Data, the Administrator will send to all Class Members identified
23 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet
24 substantially in the forms attached to this order as **Exhibits A, B, C, and D**. The first page of the
25 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or
26 Individual PAGA Payment payable to the Class Member, and the number of Class Pay Periods and
27 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets,
28 the Administrator shall update Class Member addresses using the National Change of Address

1 database.

2 9. Not later than 3 business days after the Administrator's receipt of any Notice
3 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
4 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
5 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
6 Packet to the most current address obtained. The Administrator has no obligation to make further
7 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
8 the USPS a second time.

9 10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law
10 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
11 contact information is Ronald W. Novotny, Esq., Atkinson, Andelson, Loya, Rudd & Romo,
12 12800 Center Court Drive South, Suite 300, Cerritos, CA, 90703-9364.

13 11. The deadlines for Class Members' written objections, Challenges to Pay Periods
14 (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the 60 days
15 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
16 Administrator will inform the Class Member of the extended deadline with the re-mailed Notice
17 Packet.

18 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
19 discovers any persons who believe they should have been included in the Class Data and should
20 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
21 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
22 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
23 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
24 requiring them to exercise options under the Settlement Agreement not later than 14 days after
25 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

26 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
27 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
28 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus

1 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
2 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
3 the Class Member's election to be excluded from the Settlement and includes the Class Member's
4 name, address and email address or telephone number. To be valid, a Request for Exclusion must
5 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
6 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

7 14. The Administrator may not reject a Request for Exclusion as invalid because it
8 fails to contain all the information specified in the Class Notice. The Administrator shall accept
9 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
10 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
11 determination shall be final and not appealable or otherwise susceptible to challenge. If the
12 Administrator has reason to question the authenticity of a Request for Exclusion, the
13 Administrator may demand additional proof of the Class Member's identity. The Administrator's
14 determination of authenticity shall be final and not appealable or otherwise susceptible to
15 challenge.

16 15. Every Class Member who does not submit a timely and valid Request for Exclusion
17 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
18 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
19 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless of whether the
20 Participating Class Member actually receives the Class Notice or objects to the Settlement.

21 16. Every Class Member who submits a valid and timely Request for Exclusion is a
22 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
23 right to object to the class action components of the Settlement. Plaintiff releases all claims for
24 civil penalties that could have been sought by the Labor Commissioner for the violations
25 identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff do not release the claim for wages
26 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
27 Member.

28 17. Challenges to Calculation of Pay Periods. Each Class Member and Aggrieved

1 Employee shall have 60 days after the Administrator mails the Notice Packet (plus an additional
2 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class
3 Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
4 This is also known as a dispute. A Pay Period Dispute form, attached as Exhibit C, may be used
5 for this purpose but is not required. The Class Member may challenge the allocation by
6 communicating with the Administrator via fax, email or mail. The Administrator must encourage
7 the challenging Class Member to submit supporting documentation. In the absence of any
8 contrary documentation, the Administrator is entitled to presume that the Pay Periods contained
9 in the Class Notice are correct so long as they are consistent with the Class Data. The
10 Administrator's determination of each Class Member's allocation of Pay Periods shall be final
11 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
12 provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class
13 Counsel and the Administrator's determination the challenges.

14 18. Objections to Settlement. Only Participating Class Members may object to the
15 class action components of the Settlement and/or this Agreement, including contesting the
16 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
17 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

18 19. Participating Class Members may send written objections to the Administrator, by
19 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
20 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
21 Participating Class Member who elects to send a written objection to the Administrator must do
22 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
23 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
24 as Exhibit D may be used for this purpose but is not required.

25 20. Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

27 21. Not later than 14 days before the date by which Plaintiff are required to file the
28 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and

1 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
2 compliance with all of its obligations under the Settlement Agreement, including, but not limited
3 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
4 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
5 from Settlement it received (both valid or invalid), the number of written objections and attach
6 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
7 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
8 declaration(s) in Court.

9 22. The Court approves, as to form and content, the Class Notice in substantially the
10 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
11 substantially the form attached as Exhibit B to this Order, the Pay Period Dispute form in
12 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
13 the form attached as Exhibit D to this Order.

14 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
15 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

16 24. The Court approves, for settlement purposes only, Justin Lopez as the Class
17 Representative.

18 25. The Court approves Phoenix Class Action Administration Solutions, Inc. as the
19 Administrator.

20 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
21 costs subject to final review by the Court.

22 27. The Court preliminarily approves the estimated Administrator costs payable to the
23 Administrator subject to final review by the Court.

24 28. The Court preliminarily approves Plaintiff's Class Representative Service
25 Payments subject to final review by the Court.

26 29. A Final Approval Hearing shall be held on ____ at .m. in Department Dept. 14
27 of the Superior Court for the State of California, County of Los Angeles, located at the Spring
28 Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider the fairness,

1 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
2 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
3 and costs and the Class Representative Service Payments to the Class Representatives. The notice
4 of motion and all briefs and materials in support of the motion for final approval of class action
5 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
6 Court on or before _____. Plaintiff's counsel must give notice to any objecting party of any
7 continuance of the hearing of the motion for final approval.

8 30. If for any reason the Court does not execute and file a Final Approval Order and
9 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
10 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
11 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
12 litigation, as more specifically set forth in the Settlement.

13 31. The Court expressly reserves the right to adjourn or continue the Final Approval
14 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
15 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

16
17 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
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20 _____
DATE

**THE HONORABLE KENNETH R.
FREEMAN
SUPERIOR COURT JUDGE**

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EXHIBIT A

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**
2 **DATE FOR FINAL COURT APPROVAL**

3 (case name: *Justin Lopez v. Edward Walter Sunseri* and number 22STCV37939)

4 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
5 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

6 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Edward Walter Sunseri and Michael Sereno (“Defendants” is used herein as a placeholder) for alleged violations of California’s labor laws. The Action was filed by Defendants’ employee, Justin Lopez (“Plaintiff”), and seeks payment of (1) wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (December 06, 2018 to December 31, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for hourly, non-exempt employees who worked for Defendants during the PAGA Period (November 23, 2021 to December 31, 2023) (“Aggrieved Employees”).

11 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

14 Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a Class Member is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a Class Member is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

24 The above estimates are based on Defendants’ records showing that **you worked <<__>> Pay Periods** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

1 The Court has already preliminarily approved the proposed Settlement and approved this
2 Notice. The Court has not yet decided whether to grant final approval. The Court has
3 determined only that there is sufficient evidence to suggest that the proposed settlement
4 might be fair, adequate, and reasonable, and that any final determination of those issues
5 will be made at the Final Approval Hearing. Your legal rights are affected whether you act or
6 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.
7 At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement
8 and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class
9 Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to
10 make payments under the Settlement and requires Class Members and Aggrieved Employees to
11 give up their rights to assert certain claims against Defendants.

12 If you worked for Defendants during the Class Period and/or the PAGA Period, you have
13 two basic options under the Settlement:

14 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
15 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
16 Participating Class Member, though, you will give up your right to assert Class Period wage
17 claims and PAGA Period penalty claims against Defendants.

18 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
19 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
20 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
21 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
22 for California labor law violations against Defendants, and, if you are an Aggrieved Employee,
23 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of
24 the proposed Settlement.

25 **Defendants will not retaliate against you for any actions you take with respect to the**
26 **proposed Settlement.**

27 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

28 You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

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	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendants from civil penalties they may owe to the Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Pay Periods Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to pay required overtime, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired ☐ an experienced, neutral mediator ☐ a retired judge ☐ (describe alternative means of negotiation) in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Gross Settlement Amount. Defendants Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Attorney Fees and Costs. Up to \$125,000.00 (33.33% of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$16,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Payment. Up to \$15,000.00 as a Class

1 Representative Service Payment for filing the Action, working with Class Counsel and
2 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.

3 3. Administration Expenses. Up to \$13,000.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$4,000.00 for PAGA Penalties, allocated 75% to
6 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
based on their PAGA Period Pay Periods.

7 Participating Class Members have the right to object to any of these deductions. The Court
8 will consider all objections.

9 Based on their records, Defendants estimated that, as of the date of the Settlement, there
10 are 209 Class Members who collectively worked a total of 6,290 Pay Periods, and 150 Aggrieved
Employees who worked a total of 2,900 PAGA Pay Periods.

11 C. Net Settlement Distributed to Class Members. After making the above deductions
12 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
13 Members based on their Class Period Pay Periods.

14 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
15 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion
16 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
17 counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
18 1099 Forms.

19 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
20 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
are responsible for paying all taxes (including penalties and interest on back taxes) on any
21 Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.
22

23 E. Need to Promptly Cash Payment Checks. The front of every check issued for
Individual Class Payments and Individual PAGA Payments will show the date when the check
24 expires (the void date). If you don't cash it by the void date, your check will be automatically
cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
25 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

1 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
2 should consult the rules of the Fund for instructions on how to retrieve your money. You can
contact the Unclaimed Property Fund at (800) 992-4647.

3 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
4 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
5 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
6 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
7 Member's name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
8 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
9 pursue claims against Defendants for violations of California's labor laws.

10 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
11 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
Individual PAGA Payments and Plaintiff release Defendants from civil penalties they may owe
12 to the Aggrieved Employees.

13 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
14 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
15 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
pay any money and Class Members will not release any claims against Defendants.

16 H. Administrator. The Court has appointed a neutral company, Phoenix Class Action
17 Administration Solutions, Inc. (the "Administrator") to send this Notice, calculate and make
payments, and process Class Members' Requests for Exclusion. The Administrator will also
18 decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax
forms, and perform other tasks necessary to administer the Settlement. The Administrator's
19 contact information is contained in Section 9 of this Notice.

20 I. Participating Class Members' Release. After the Judgment is final and Defendants
21 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
Participating Class Members will be legally barred from asserting any of the claims released under
22 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
23 their officers, directors, employees, and agents for wages based on the Class Period facts and
PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
24 Settlement.

25 ///

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27 ///

1 The Participating Class Members will be bound by the following release:

2 All Participating Class Members, on behalf of himself and their respective former
3 and present representatives, agents, attorneys, heirs, administrators, successors,
4 and assigns, release Released Parties from all claims stated in the Operative
5 Complaint and those based solely upon the facts alleged in the Operative
6 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
7 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.

8 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
9 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff release all
10 claims for civil penalties that could have been sought by the Labor Commissioner for the
11 violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

12 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

13 A. Individual Class Payments. The Administrator will calculate Individual Class
14 Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked
15 by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods
worked by each individual Participating Class Member.

16 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
17 Payments by (a) dividing \$1,000.00 by the total number of PAGA Pay Periods worked by all
18 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
worked by each individual Aggrieved Employee.

19 C. Pay Period Challenges. The number of Class Pay Periods you worked during the
20 Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as
21 recorded in Defendants' records, are stated in the first page of this Notice. You have until
22 <<RESPONSE DEADLINE>> to challenge the number of Pay Periods and/or Pay Periods
23 credited to you. You can submit your challenge by signing and sending a letter to the
Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator's contact information.

24 You need to support your challenge by submitting copies of pay stubs or other records.
25 The Administrator will accept Defendants' calculation of Pay Periods based on Defendants'
26 records as accurate unless you send copies of records containing contrary information. You
27 should send copies rather than originals because the documents will not be returned to you. The
Administrator will resolve Pay Period challenges based on your submission and on input from

1 Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants'
2 Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final
3 decision.

4 **5. HOW WILL I GET PAID?**

5 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
6 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
7 including those who also qualify as Aggrieved Employees. The single check will combine the
8 Individual Class Payment and the Individual PAGA Payment.

9 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
10 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
11 Settlement (i.e., every Non-Participating Class Member).

12 **Your check will be sent to the same address as this Notice. If you change your
13 address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has
14 the Administrator's contact information.**

15 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

16 Email, fax, or mail a written and signed letter with your name, present address, telephone
17 number, and a simple statement that you do not want to participate in the Settlement. You may
18 use the enclosed Election Not To Participate In Settlement form for this purpose. The
19 Administrator will exclude you based on any writing communicating your request be excluded.
20 Be sure to personally sign your request, identify the Action as *Justin Lopez vs. Edward Walter
21 Sunseri*, Case No. 22STCV37939, and include your identifying information (full name, address,
22 telephone number, approximate dates of employment, and social security number for verification
23 purposes). You must make the request yourself. If someone else makes the request for you, it
24 will not be valid. You should send your Request for Exclusion to the Administrator by email, fax,
25 or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by
26 <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the
27 Administrator's contact information. If you are an Aggrieved Employee, you will still receive an
28 Individual PAGA Payment.

29 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

30 Only Participating Class Members have the right to object to the Settlement. Before deciding
31 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to
32 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
33 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
34 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
35 stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and
36 (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon
37 reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will

1 send you copies of these documents at no cost to you. You can also view them and the Settlement
2 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
website <<COURT WEBSITE>>.

3 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
4 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
5 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
6 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
7 object to, why you object, and any facts that support your objection. Make sure you identify the
8 Action, *Justin Lopez vs. Edward Walter Sunseri*, case no. 22STCV37939, and include your name,
9 current address, telephone number, and approximate dates of employment for Defendants and
sign the objection. Section 9 of this Notice has the Administrator's contact information. You may
use the enclosed Objection form for this purpose. You should send your objection to the
Administrator by email, fax, or send by regular U.S. mail.

10 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
11 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
12 to tell the Court what you object to, why you object, and any facts that support your objection.
See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
Hearing.

13 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

14 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
15 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department Dept. 14 of the
16 Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
17 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
18 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
19 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
20 (https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
information.

21 It's possible the Court will reschedule the Final Approval Hearing. You should check the
22 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

23 **9. HOW CAN I GET MORE INFORMATION?**

24 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
25 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
26 Settlement documents is to go to the Administrator's website at _____.
27 You can also telephone or send an email to Class Counsel or the Administrator using the contact
information listed below, or consult the Superior Court website by going to _____ .com

1 and entering the Case Number for the Action, Case No. 22STCV37939. You can also make an
2 appointment to personally review court documents in the Clerk's Office at the Spring Street
Courthouse by calling <<CLERK OF COURT'S PHONE NUMBER>>.

3 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
4 **ABOUT THE SETTLEMENT.**

5 Class Counsel:

6 Name of Attorney: David Glenn Spivak
7 Email Address: david@spivaklaw.com
8 Name of Firm: The Spivak Law Firm
9 Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
10 Telephone: (213) 725-9094

11 Administrator:

12 Name of Company: Phoenix Class Action Settlement Solutions, Inc.
13 Email Address: _____
14 Mailing Address: _____
Telephone: _____
Fax Number: _____

15 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

16 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
17 as long as you request a replacement before the void date on the face of the original check. If
18 your check is already void

19 ☐ you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for
instructions on how to retrieve the funds. You can contact the Unclaimed Property Fund at (800)
20 992-4647.

21 ☐ you will have no way to recover the money.

22 **11. WHAT IF I CHANGE MY ADDRESS?**

23 To receive your check, you should immediately notify the Administrator if you move or otherwise
24 change your mailing address.
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EXHIBIT B

Lopez v. Edward Walter Sunseri
Superior Court of the State of California, County of Los Angeles
Case No. 22STCV37939

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR
A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND
SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Lopez v. Edward Walter Sunseri Class Action Administrator
c/o _____

I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the class and **not** to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or _____ Printed Name)

(_____
(Address)

(City, State, _____ Zip Code)

(Telephone Number, _____ Including Area Code)

(_____
(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on _____.

Dated: _____.
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(Signature)

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EXHIBIT C

1 **PAY PERIOD DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of Los Angeles
4 *Justin Eric Lopez v. Edward Walter Sunseri*, Case No. 22STCV37939

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX - XX -

10 TO ALL HOURLY, NON-EXEMPT CALIFORNIA EMPLOYEES OF SUNSERI'S BAR AND
11 BEVERAGE CATERING FROM DECEMBER 6, 2018 THROUGH DECEMBER 31, 2023.

12 The amount of your estimated Settlement Award is based upon the number of Eligible Pay
13 Periods you worked between December 06, 2018 and December 31, 2023 and Eligible Pay
14 Periods you worked between November 23, 2021 and December 31, 2023. "Individual Class Pay
15 Periods" are defined as any Work Week in which you worked at least one (1) day as an hourly,
16 non-exempt of Edward Walter Sunseri and Michael Sereno ("Defendants") in California during
17 the calendar week. "Individual PAGA Pay Periods" are defined as any Pay Period in which you
18 worked at least one (1) day as an hourly, non-exempt of Defendants in California during the
19 calendar week during the period of November 23, 2021 through December 31, 2023. The number
20 of Class and PAGA Pay Periods applicable to your claim are set forth below.

21 **YOUR ELIGIBLE PAY PERIODS**

22 Defendants' records indicate that you worked <<number of Pay Periods>> Pay Periods between
23 December 06, 2018 and December 31, 2023 and <<number of Pay Periods>> Pay Periods
24 between November 23, 2021 through December 31, 2023.

25 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

26 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
27 in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable
28 payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
process may take six months or more. You will receive a Form W-2 reflecting the payment to
you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the
payment could vary, up or down.

If you wish to dispute the number of Pay Periods or credited to you, or anything else about your
employment status, you must complete and return this form by indicating what you believe is
incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to
the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as

1 a postmark or delivery service date stamp). You may use this Pay Period Dispute form for this
2 purpose. You must also send any documents or other information that you contend supports your
3 belief that the information set forth above is incorrect. The Administrator will resolve any dispute
4 based upon Defendants' records and any information you provide. Please be advised that the
information on this Pay Period Dispute Form is presumed to be correct unless the documents you
submit are company records from Defendants.

7 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF PAY**
8 **PERIODS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT**
9 **STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

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OBJECTION FORM

Justin Eric Lopez v. Edward Walter Sunseri
Superior Court of the State California, County of Los Angeles
Case No. 22STCV37939

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Justin Eric Lopez v. Edward Walter Sunseri* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

1 [] I am or will be represented by an attorney (provide name and address of attorney on lines
2 below if applicable):

3 _____
4 _____
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9 Executed on _____, 2024

(Signature)

<<Name>>

(Printed Name)

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15 Error!

EMAIL TO THE ADMINISTRATOR: << _____ @ _____ .COM >>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Justin Eric Lopez v. Edward Walter Sunseri Administrator

[ADDRESS]

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