

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSELIN MACIEL HERNANDEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

LA BARCA RESTAURANT, an unknown
business entity; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 25STCV25266

*[Assigned for All Purposes to the Hon.
Carolyn B. Kuhl, Dept. 12]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: January 7, 2027

Time: 10:30 a.m.

Dept.: 12

Action Filed: August 27, 2025

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Joselin Maciel Hernandez (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On August 27, 2025, Plaintiff filed this putative class action against Defendant La Barca Restaurant (“Defendant”) alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices (“Class Action”).

4. On August 27, 2025, Plaintiff provided written notice to the LWDA and Defendant the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff’s August 27, 2025 letter to Defendant and the LWDA is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that intended to investigate within 65 days of this written notice. Therefore, on November 10, 2025, Plaintiff filed a First Amended Complaint in this Class Action adding a cause of action for civil penalties under PAGA.

5. On April 8, 2026, the Parties participated in a private full-day mediation with Russ J. Wunderli, Esq. The negotiations were adversarial, conducted at arm’s length, and tempered by the efforts of both sides to serve the interests of their clients.

6. The parties then negotiated the terms of the Settlement which was finalized in May 2026. A true and correct copy of the Parties’ fully executed Class Action and PAGA Settlement Agreement (“Settlement Agreement”) is attached hereto as **Exhibit 2**. Attached thereto as **Exhibit**

1 A is a true and correct copy of the Parties' proposed Class Notice. A true and correct copy of the
2 Settlement Agreement redlined against the Los Angeles Superior Court's Model Class Action and
3 PAGA Settlement Agreement upon which the Settlement Agreement was based is attached hereto
4 as **Exhibit 3**.

5 7. On August 24, 2026, Plaintiff submitted a copy of the Settlement Agreement to the
6 LWDA. A true and correct copy of the confirmation of submission my office received after
7 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 4**.

8 **Investigation and Exposure Analysis**

9 8. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims,
10 applicable law, and potential defenses. Plaintiff's Counsel assessed the value to the class claims using
11 the data and documents that Defendant produced in informal discovery, including class data
12 providing the number of Class Members, the number of workweeks in the Class Period, the number
13 of pay periods in the PAGA Period, Plaintiff's personnel file, and a random sampling of time and
14 payroll records. Plaintiff's Counsel engaged an expert consultant to quantify the potential exposure
15 using the time and payroll records, and then assessed the risks associated with each claim meriting
16 reductions in the likely success at class certification and likely recovery at trial.

17 9. Defendant's records show that there are approximately 86 Class Members, making
18 joinder of all Class Members impracticable. Further, given the size and amount of each Class
19 Members' claim, Class Members have little incentive to litigate their claims on an individual basis
20 because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely
21 outweigh any potential recovery.

22 10. Plaintiff has alleged that Defendant maintained common employment policies and/or
23 practices that unlawfully deprived Class Members of wages, meal period, rest periods,
24 reimbursements for business expenses, accurate wage statements, and timely payment of wages upon
25 separation of employment. These allegations present common factual and legal questions of, *inter*
26 *alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period,
27 and reimbursement policies to all Class Members, whether these policies and practices resulted in
28 Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members

are entitled to damages and/or penalties. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony.

11. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks at succeeding at class certification and through trial affected the valuation of the claims for settlement purposes.

12. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage claims were based on the allegation that Defendant required Class Members to perform work duties while off the clock, without compensation. For example, Plaintiff alleged that Defendant failed to provide Plaintiff and other Class Members with interrupted meal periods of at least 30 minutes. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel assumed that all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated that Defendant is liable for one (1) hour of unpaid worktime per workweek. This results in potential exposure for this claim of approximately \$261,155.85 (9,619 workweeks x \$18.10 average hourly rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll records, the risk of succeeding at class certification and trial was substantial. Accordingly, Plaintiff's Counsel applied a risk discount based on a 50% chance of succeeding at class certification and a 50% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$65,288.97 (\$261,155.85 x 50% x 50%).

13. Meal Periods: Plaintiff's meal period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant meal periods or pay meal period premiums in lieu thereof. For example, Plaintiff alleged that Defendant required Plaintiff and Class Members to remain on premises and eat in the dining area so they could tend to customers during their meal periods. Additionally, Plaintiff's Counsel's expert consultant determined there was a 28.6% meal period violation rate (for shifts over 5 hours) from the sampling of Defendant's time and payroll records, where meal periods were short, late, or missed (there was a 26.3% violation

rate for shifts over 6 hours that were not waivable). Therefore, potential liability for the meal period claim is approximately \$231,331.90 (44,688 shifts over 5 hours x \$18.10 average hourly rate x 28.6% violation rate). After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit and that a 28.6% violation rate is unrealistic, Plaintiff's Counsel discounted this figure based on a 60% chance of succeeding at class certification and a 50% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$69,399.57 ($\$231,331.90 \times 60\% \times 50\%$).

14. Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. For example, Plaintiff alleged that Defendant required her and other Class Members to work through their rest periods due to Defendant's chronic understaffing. Additionally, Plaintiff further alleged that Defendant required its employees to track their rest periods and Plaintiff's Counsel's expert consultant determined there was an 88.6% rest period violation rate (for shifts 3.5 hours or longer) from the sampling of Defendant's time and payroll records, where rest periods were short, late, or missed. Therefore, Defendant's potential liability for the rest period claim is approximately \$727,003.22 (45,334 shifts of 3.5 hours or longer x \$18.10 average hourly rate x 88.6% violation rate). However, Plaintiff's Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims and to account for the possibility of Class Members voluntarily choosing to forego a rest period. After taking into account the difficulty of certifying and proving rest period claims, Plaintiff's Counsel discounted this claim based on a 40% chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$87,240.39 ($\$727,003.22 \times 40\% \times 30\%$).

15. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant, such as being required to purchase a company shirt, apron, and non-slip shoes to wear when working for Defendant. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendant was liable to each Class Member for \$7.50 per workweek in unreimbursed expenses,

for a total amount of approximately \$72,142.50.00 (\$7.50 x 9,619 workweeks). However, Defendant would argue that not all such expenses by employees were entitled to reimbursement. Accordingly, Plaintiff's Counsel discounted this claim based on a 30% chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$6,492.83 (\$72,142.50 x 30% x 30%).

16. In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is approximately \$1,219,490.97. However, after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiff's Counsel estimates that Plaintiff's realistic estimated recovery for these non-penalty wage claims is approximately \$221,928.93.

17. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that Defendant's realistic potential liability is approximately \$23,083.68. Defendant's maximum potential liability for waiting time penalties is approximately \$160,728.00 (40 employees x \$18.10 average hourly rate of pay x 7.4 hours/day x 30 days) based on approximately 40 formerly employed Class Members during the 3-year statute of limitations period and an average shift length of 7.4 hours. Defendant's maximum potential liability for inaccurate wage statements is approximately \$224,000.00 (56 employees x \$4,000.00 statutory maximum), based on approximately 56 employees during the 1-year statute of limitations period and 3,458 pay periods in that statutory timeframe. In light of the foregoing, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full \$384,728.00 in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. Considering that the underlying wage claims are realistically estimated to be approximately \$221,928.93, such a disproportionate award would also raise due process concerns. As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of approximately \$9,643.68 for waiting time penalty claims

1 (\$160,728.00 x 30% x 20%), and approximately \$13,440.00 for wage statement penalty claims
2 (\$224,000.00 x 30% x 20%), or approximately \$23,083.68 total for statutory penalties.

3 18. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's
4 potential exposure could potentially reach \$382,700.00, assuming the initial \$100 penalty would
5 apply for each of the 3,827 pay periods in the PAGA Period. However, even assuming success on
6 the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of
7 reasons, including where to do otherwise would result in an award that is unjust, arbitrary and
8 oppressive, or confiscatory. As such, Plaintiff's counsel discounted this figure to account for the
9 risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately
10 \$38,270.00 for PAGA penalties (\$382,700.00 x 10%). The settlement allocates \$12,023.75 of the
11 Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 5% of the Gross
12 Settlement Amount and approximately 31% of the realistic maximum damages for PAGA penalties
13 (\$12,023.75 / \$38,270.00).

14 19. Using these estimated figures, Plaintiff's Counsel predicted that the realistic
15 maximum recovery for all claims, including penalties, would be approximately \$289,775.44. This
16 means that the gross settlement figure represents approximately 83% of the realistic maximum
17 recovery (\$240,475.00 / \$289,775.44). Considering the risk and uncertainty of prevailing at class
18 certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed
19 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
20 unfavorable judgment.

21 20. Based on the figures in the Settlement Agreement, the Net Settlement Amount
22 available for class settlement payments is currently estimated to be \$111,542.92 for approximately
23 86 Class Members. As a result, each Settlement Class Member would be eligible to receive an
24 average net benefit of approximately \$1,297.01. Based on the estimated Net Settlement Amount
25 available for individual class payments and there being approximately 9,619 workweeks in the
26 Class Period, the estimated weekly valuation for Individual Class Payments is \$11.60 (\$111,542.92
27 / 9,619 workweeks).

28 ///

Plaintiff's Counsel's Qualifications

21. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

22. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

23. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

24. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

25. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and member of the Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or took a major leading role in defending employers on numerous wage and hour class, collective and representative actions.

26. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have

1 successfully mediated the resolution of many wage and hour class, collective, and representative
2 actions. Just since starting to settle cases in late April 2023 I have already successfully mediated
3 matters in which I have been counsel or co-counsel resulting in **over \$280 million** in settlements and
4 verdicts which are in the process of being finalized, and with numerous upcoming mediations
5 scheduled. In those and numerous other matters, I have managed and assisted with the litigation and
6 settlement of many wage and hour PAGA and class actions. In those actions, I performed similar
7 tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed
8 in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores*
9 *v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after
10 verdict).

11 27. I have received numerous awards for my legal work. For example, from 2015 to 2018,
12 I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). I have
13 also served on numerous prominent boards and in other leadership positions, including serving as
14 Southern California Regional President for the Hispanic National Bar Association and on the board
15 of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los
16 Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of
17 Los Angeles.

18 28. I have also published numerous blogs on labor and employment issues including on
19 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
20 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected
21 From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw
22 LLP). I have also been a presenter at numerous conferences, including being a presenter involving
23 the “Employment Law Update” at a National Employment Law Council conference.

24 29. Eugene Zinovyev is a Junior Partner at WLF. He graduated from the University of
25 California Berkeley with a Bachelor of Arts in Political Economy of Industrial Societies, and
26 received his Juris Doctor from the University of California, San Francisco School of Law in 2009.
27 He has practiced employment and wage and hour law since on both the plaintiff and defense sides.
28 Mr. Zinovyev has tried multiple jury cases to verdict as well as numerous bench trials. He has also

1 briefed published appellate court decisions in both state and federal court. Mr. Zinovyev is
2 admitted to practice before all Federal District Courts in California as well as the 9th Circuit Court
3 of Appeals. He is also a member of the California Employment Lawyers Association. He has
4 mediated and settled dozens of class and representative actions as well as individual civil matters.

5 30. John Brown is an Associate Attorney at WLF. He was admitted to practice law in
6 the State of California in 2004. Mr. Brown graduated from UC Berkeley with a Bachelor of Arts
7 and received his Juris Doctor from UCLA School of Law. His current practice has been focused
8 on class action employment law. Mr. Brown has participated in dozens of settlements totaling tens
9 of millions of dollars, from the memorandum of understanding and settlement agreement drafting
10 stage through to final approvals from the court.

11 31. Gabriella Solé is an Associate Attorney at Wilshire Law Firm, PLC. She was
12 admitted to practice law in the State of California in 2022. Ms. Solé graduated from University of
13 California, Los Angeles with a Bachelor of Arts in Sociology. She received her Juris Doctor from
14 University of San Francisco, School of Law. During law school, she was a First Year Moot Court
15 Director on the Moot Court Board. Since graduating, her practice has been mainly focused on wage
16 and hour class action litigation.

17 32. Courtney M. Miller is a Settlement Attorney at WLF. She was admitted to practice
18 law in the State of California in 2019. Ms. Miller graduated from the University of California,
19 Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming an attorney, Ms. Miller worked
20 at a boutique civil litigation firm for nearly a decade, primarily handling employment matters. She
21 earned her Juris Doctor from Southwestern Law School in 2019. Ms. Miller has prosecuted wage
22 and hour class and PAGA actions, almost exclusively, since 2020. As a handling attorney, Ms.
23 Miller obtained over \$30 million dollars in settlements on behalf of California employees.

24 33. Giancarlo A. Recinos is a Senior Attorney at WLF. He was admitted to practice law
25 in the State of California in 2012 and is an active member in good standing with the State Bar of
26 California. Mr. Recinos graduated from San Francisco State University with a Bachelor of Arts in
27 Communications and received his Juris Doctor from Southwestern Law School. For over a decade,
28 his practice has focused on employment law and wage-and-hour compliance.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

35. WLF is not aware of any pending matter or action against Defendant that may be extinguished or adversely affected by this Settlement.

36. Prior to filing this Motion, Plaintiff requested that Defendant confirm whether the escalator clause was triggered, and if so, to advise of its election to either shorten the Class Period and PAGA Period or increase the Gross Settlement Amount. Plaintiff is currently awaiting a reply.

Executed on August 25, 2026 at Los Angeles, California.

EXHIBIT 1

**WILSHIRE LAW FIRM,
PLC**

660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com



Sean Paisan, Esq.
John Yslas, Esq.
Tyler Woods, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

August 27, 2025

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

La Barca Restaurant
4955 Florence Ave
Bell, CA 90201
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6638 7730 91

Re: **Joselin Maciel Hernandez v. La Barca Restaurant, et al.**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Joselin Maciel Hernandez (“Employee”) to pursue a Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee’s former employer, La Barca Restaurant (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive Employee) (collectively referred to as “Employers”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers’ Aggrieved Employees.

Employee wishes to pursue this action on behalf of Employees as an Aggrieved Employee, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Employee’s Employment with La Barca Restaurant

La Barca is a restaurant. Employee worked as a Food Handler. Employee’s primary job functions included delivering orders, customer service, and maintaining a clean and hygienic environment. In performing Employee’s duties, Employee was regularly required to perform work (off-the-clock), without compensation. Due to understaffing and high workloads, Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Specifically, Employee was required to stay on premises during meal periods. Specifically, Manuel Coto told Employee during orientation that employees were required to remain on premises and eat in the dining area and were only allowed to eat the restaurant food. Because Employee was required to eat her lunch in the dining area, she was regularly interrupted by customers with work related questions and inquiries that she was required to respond to.

Moreover, Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code and Employee does not recall ever receiving any meal and rest break premiums. Additionally, Employee was expected to and did incur business-related expenses, including but not limited to work attire (company shirt with logo, apron and non-slip shoes), but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Employee Joselin Maciel Hernandez is a resident of Bell, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2009 to approximately February 2025.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, and failed to indemnify Employee for business expenditures. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that Employee in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that Employee in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Employers required Employee and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods. Specifically, Employee was required to remain on premises and respond to customer inquiries during her meal and alleged rest periods. Employee was not paid for

all of these hours. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate Employee 1.5 times their regular rate of pay when Employee work over eight hours per day, 40 hours per week, or when Employee work up to eight hours on any seventh day of a workweek. Employer failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees worked.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve Employee of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow Employee to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, Employee are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers wrongfully failed to provide Employee and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing to provide Employee and the Aggrieved Employees the opportunity to leave the work premises to take meal periods.) Specifically, Manuel Coto told Employee during orientation that employees were required to remain on premises and eat in the dining area and were only allowed to eat the restaurant food. Because Employee was required to eat her lunch in the dining area, she was regularly interrupted by customers with work related questions and inquiries that she was required to respond to.

Employers also continued to assert control over Employee and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees for meal periods that were not provided as required by law. Employers also did not inform Employee of their right to, nor permitted them to take, all of Employee's second meal periods when they worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers failed to provide meal periods to Employee and the Aggrieved Employee in compliance with California law.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers have wrongfully failed to authorize and permit Employee and the Aggrieved Employees to take legally compliant rest periods in a manner required by law (and also including but not limited to failing to authorize and permit Plaintiff, the Class, and the Aggrieved Employees the opportunity to leave the work premises to take rest periods). Employers regularly required Employee and the Aggrieved Employees to work in excess of four consecutive hours a day without Employers authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Employers continued to assert control over Employee and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employee and the Aggrieved Employees permission to take a rest period. Specifically, Employee was never relieved of her duties and was required to take customer orders and take assignments in lieu of rest periods. Accordingly, Employers failed to authorize and permit Employee and the Aggrieved Employees to take rest periods in compliance with California law.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Employers, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure to pay Employee and the Aggrieved Employees for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay Employee all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, Employee were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Employers, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees. As stated above, Employee did not receive compliant meal periods as she was regularly interrupted by customers and was required to tend to their needs during meal periods. Employee was not accurately compensated.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers failed, and continue to fail to pay Employee and terminated Aggrieved Employee, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. As stated above, Employee is owed several hours of additional pay due to failing to provide meal and rest periods.

Moreover, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her Employee an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers failed to, and continue to fail to timely furnish Employee and the Aggrieved Employees with accurate, itemized wage statements showing all

applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers violated Labor Code § 226, Employee and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their Employee for all necessary business expenditures or losses that have been incurred by the Employee in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers wrongfully required Employee and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Employers. Employees and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Employers, including but not limited to work attire (company shirt, apron and non-slip shoes), but Employers failed to indemnify Employee and the Aggrieved Employees for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees for necessary business expenditures.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employee and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers failed and continue to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees of all duties

and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed, and continue to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods.

Based on further information and belief, Employers further failed and continue to fail, to record the true start and end times of Employee' and Aggrieved Employees' work shifts.

Additionally, Employers failed and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees.

Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees, results in a separate civil penalty.¹

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code § 1174 by failing to keep accurate and complete payroll records.

Therefore, on behalf of potentially all Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

LWDA
Notice of Labor Code Violations and PAGA
August 27, 2025
Page 9 of 9

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in cursive script that reads "Gabriella Sole". The signature is written in black ink and is positioned above the printed name.

Gabriella Sole, Esq.

EXHIBIT 2

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff JOSELIN MACIEL HERNANDEZ

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A Professional Law Corporation

Robert R. Walker State Bar No. 254337
Robert.Walker@aalrr.com

Joshua D. Carlon State Bar No. 263838
Joshua.Carlon@aalrr.com

Holly R. Garcia State Bar No. 352269
Holly.Garcia@aalrr.com

251 South Lake Avenue, Suite 360
Pasadena, California 91101-3018
Telephone: (626) 583-8600
Fax: (626) 583-8610

Attorneys for Defendants LA BARCA RESTAURANT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSELIN MACIEL HERNANDEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

LA BARCA RESTAURANT, an unknown
business entity; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 25STCV25266

*Assigned for All Purposes to the Hon.
Carolyn B. Kuhl, Dept. 12*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: August 27, 2025
Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff JOSELIN MACIEL HERNANDEZ (“Plaintiff”) and defendant LA BARCA
3 RESTAURANT (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
4 “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant captioned *Hernandez v. La Barca Restaurant, et al.*, Case No. 25STCV25266, initiated
8 on August 27, 2025, and pending in the Court.

9 1.2 “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”),
10 the neutral entity the Parties have agreed to appoint to administer the Settlement.

11 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid
12 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
13 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
14 Preliminary Approval of the Settlement.

15 1.4 “Aggrieved Employee” means a person employed by Defendant in California and
16 classified as an hourly-paid, non-exempt individual who worked for Defendant at any time during
17 the PAGA Period.

18 1.5 “Class” means persons employed by Defendant in California and classified as an
19 hourly-paid, non-exempt individual who worked for Defendant at any time during the Class
20 Period.

21 1.6 “Class Counsel” means John G. Yslas, Eugene Zinovyev, John Brown, and Gabriella
22 Solé of the Wilshire Law Firm, PLC.

23 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
24 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.8 “Class Data” means Class Member identifying information in Defendant’s possession
27 including the Class Member’s name, last-known mailing address, Social Security number, and
28 number of Class Period Workweeks and PAGA Pay Periods.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from August 27, 2021, through June 7, 2026, subject to Par. 4.1.1, *infra*.

1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.

1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “Defendant” means named Defendant La Barca Restaurant.

1.17 “Defense Counsel” means Robert R. Walker, Joshua D. Carlon, and Holly R. Garcia of Atkinson, Andelson, Loya, Ruud & Romo.

1.18 “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Gross Settlement Amount” means \$240,475.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount based on the number of Workweeks worked during the Class Period.

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.25 “LWDA” means the California Labor and Workforce Development Agency.

1.26 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subdivision (m).

1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 “PAGA Pay Period” means any biweekly or semimonthly pay period during which, for one or more hours during the PAGA Period, an Aggrieved Employee worked for Defendant. If any Aggrieved Employee’s regular pay periods were weekly, rather than biweekly or semimonthly, their number of pay periods shall be reduced by one-half for purposes of this Settlement, pursuant to Lab. Code § 2699(0).

1 1.30 “PAGA Period” means the period from August 27, 2024, through the end date of the
2 Class Period (as defined in Paragraphs 1.12 and 4.1.1).

3 1.31 “PAGA” means the Private Attorneys General Act (Lab. Code § 2698, *et seq.*) West
4 2025).

5 1.32 “PAGA Notice” means Plaintiff’s August 27, 2025 letter to the LWDA providing
6 notice pursuant to Labor Code § 2699.3, subd.(a), designated LWDA Case No. LWDA-CM-
7 1121698-25.

8 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
9 the Gross Settlement Amount (\$12,023.75), allocated 35% to Aggrieved Employees (\$4,208.31)
10 and 65% to the LWDA (\$7,815.44) in settlement of PAGA claims.

11 1.34 “Participating Class Member” means a Class Member who does not submit a valid
12 and timely Request for Exclusion from the Settlement.

13 1.35 “Plaintiff” means Joselin Maciel Hernandez, the named plaintiff in the Action.

14 1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the
15 Settlement.

16 1.37 “Released Class Claims” means the claims being released, as described in Paragraph
17 5.2 below.

18 1.38 “Released PAGA Claims” means the claims being released as described in Paragraph
19 5.3 below.

20 1.39 “Released Parties” means Defendant and each of its former and present directors,
21 officers, shareholders/stockholders, owners, members, managing agents, operators, and managers
22 and its predecessors, successors, trustees, and affiliated or related companies, including DBAs,
23 joint employers, payroll providers, insurers, benefits providers, benefit plan fiduciaries, attorneys,
24 employees, vendors, independent contractors, assignees, and agents.

25 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to
26 be excluded from the Class Settlement signed by the Class Member.

27 1.41 “Response Deadline” means 60 days after the Administrator mails the Class Notice
28 and shall be the last date on which Class Members may: (a) fax, email or mail Requests for

Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43 “Workweek” means any week during which, for one or more hours during the Class Period, a Class Member worked for Defendant in California as an hourly-paid or non-exempt employee.

2. RECITALS.

2.1 On August 27, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for the following: 1) failure to pay minimum and straight time wages; 2) failure to pay overtime wages; 3) failure to provide meal periods or compensation in lieu thereof; 4) failure to provide rest periods or compensation in lieu thereof; 5) failure timely to pay final wages at termination; 6) failure to provide accurate wage statements; 7) failure to indemnify employees for expenditures; 8) unfair business practices in violation of the Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, *et seq.* On November 10, 2025, Plaintiff filed a First Amended Complaint (“FAC”) alleging a ninth (9th) cause of action against Defendant for civil penalties under PAGA. The FAC is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On April 8, 2026, the Parties participated in an all-day mediation presided over by Russ J. Wunderli, Esq., which led to this Agreement. Subsequently, on April 15, 2026, the Settlement’s material terms were memorialized in a fully-executed Memorandum of Understanding (“MOU”).

2.4 Before mediation, Plaintiff obtained, through informal discovery, a sampling of Class Members and Aggrieved Employees' time and pay records and Defendant's relevant written policies and practices. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court has not granted class certification because the Parties engaged in mediation before any motion for class certification was filed.

2.6 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay \$240,475.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount

requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$80,158.33, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$6,750.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$6,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

1 3.2.4 To Each Participating Class Member: An Individual Class Payment, which the
2 Administrator shall calculate by (a) dividing the Net Settlement Amount by the total
3 number of Workweeks worked by all Participating Class Members during the Class
4 Period and (b) multiplying the result by each Participating Class Member's
5 Workweeks.

6 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating
7 Class Member's Individual Class Payment will be allocated to the settlement of
8 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
9 withholding and will be reported on an IRS W-2 Form. The remaining 80% of
10 each Participating Class Member's Individual Class Payment will be allocated
11 to the settlement of claims for interest and statutory penalties (the "Non-Wage
12 Portion"). The Non-Wage Portions are not subject to wage withholdings and
13 will be reported on IRS 1099 Forms. Participating Class Members assume full
14 responsibility and liability for any employee taxes owed on their Individual
15 Class Payment.

16 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
17 Class Payments. Non-Participating Class Members will not receive any
18 Individual Class Payments. The Administrator will retain amounts equal to their
19 Individual Class Payments in the Net Settlement Amount for distribution to
20 Participating Class Members on a pro rata basis.

21 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
22 \$12,023.75 to be paid from the Gross Settlement Amount, with 65% (\$7,815.44)
23 allocated to the LWDA PAGA Payment and 35% (\$4,208.31) allocated to the
24 Individual PAGA Payments.

25 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
26 dividing the amount of the Aggrieved Employees' 35% share of PAGA
27 Penalties (\$4,208.31) by the total number of PAGA Pay Periods worked by all
28 Aggrieved Employees during the PAGA Period and (b) multiplying the result

by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records to date, Defendant estimates there are **86 Class Members** who collectively worked a total of **9,619 Workweeks** and **46 Aggrieved Employees** who worked a total of **3,827 PAGA Pay Periods**.

4.1.1 Escalator: The Gross Settlement Amount was calculated based on Defendant's above estimated number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods through April 8, 2026. If, during the course of this approval process, the total number of workweeks increases by more than 10% (i.e. an increase of more than 962 workweeks), Defendant shall have the election to either (a) cut off the Class Period when the Workweeks worked by Participating Class Members (as defined in Par. 1.34, *supra*) reaches 10,581, or (b) pay a proportional share per workweek to include the additional Workweeks above 10,581 Workweeks.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service

1 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
2 Payments.

3 4.3.1 The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members and Aggrieved
5 Employees via First Class U.S. Mail, postage prepaid. The face of each check shall
6 prominently state the date (not less than 180 days after the date of mailing) when the
7 check will be voided. The Administrator will cancel all checks not cashed by the void
8 date. The Administrator will send checks for Individual Settlement Payments to all
9 Participating Class Members (including those for whom Class Notice was returned
10 undelivered). The Administrator will send checks for Individual PAGA Payments to
11 all Aggrieved Employees including Non-Participating Class Members who qualify as
12 Aggrieved Employees (including those for whom Class Notice was returned
13 undelivered). The Administrator may send Participating Class Members who are also
14 Aggrieved Employees a single check combining the Individual Class Payment and the
15 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
16 must update the recipients' mailing addresses using the National Change of Address
17 Database.

18 4.3.2 The Administrator must conduct an Address Search for all Class Members and
19 Aggrieved Employees whose checks are returned undelivered without a United States
20 Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned
21 check the Administrator must re-mail the check to the USPS forwarding address
22 provided or to an address ascertained through the Address Search. The Administrator
23 need not take further steps to deliver checks to Class Members or Aggrieved
24 Employees whose re-mailed checks are returned as undelivered. The Administrator
25 shall promptly send a replacement check to any Class Member or Aggrieved
26 Employee whose original check was lost or misplaced, as requested by the Class
27 Member or Aggrieved Employee before the void date.

28 4.3.3 For any Class Member whose Individual Class Payment check is uncashed and

1 cancelled after the void date, the Administrator shall transmit the funds represented
2 by such a check to the California Controller's Unclaimed Property Fund in the name
3 of the Class Member.

4 4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is
5 uncashed and cancelled after the void date, the Administrator shall transmit the funds
6 represented by such check to the California Controller's Unclaimed Property Fund in
7 the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to
8 the requirements of Code of Civil Procedure § 384, subdivision (b).

9 4.3.5 The payment of Individual Class Payments and Individual PAGA Payments
10 shall not obligate Defendant to confer any additional benefits or make any additional
11 payments to Class Members or Aggrieved Employees (such as 401(k) contributions
12 or bonuses) beyond those specified in this Agreement.

13 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
14 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
15 Individual Class Payments (*see* Par. 4.2, *supra*), Plaintiff, Class Members, Aggrieved Employees,
16 and Class Counsel will release claims against all Released Parties as follows:

17 5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present
18 representatives, agents, attorneys, administrators, successors and assigns, release and discharge
19 Released Parties from all claims, transactions or occurrences alleged to have occurred during the
20 Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
21 alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims alleged
22 to have occurred during the PAGA Period that were, or reasonably could have been, alleged based
23 on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's
24 Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,
25 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
26 benefits, or workers' compensation benefits that arose at any time, or based on occurrences
27 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
28 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,

1 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
2 such different or additional facts or Plaintiff's discovery of them. Plaintiff further acknowledges
3 that she is not a current employee of Defendant.

4 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
5 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
6 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
7 which reads:

8 A general release does not extend to claims that the creditor or releasing party
9 does not know or suspect to exist in his or her favor at the time of executing
10 the release, and that if known by him or her would have materially affected
11 his or her settlement with the debtor or released party.

12 5.2 Release by Participating Class Members: All Participating Class Members, on behalf
13 of themselves and their respective former and present representatives, agents, attorneys,
14 administrators, successors and assigns, release Released Parties from all claims that were alleged,
15 or reasonably could have been alleged, based on the facts and allegations in the Operative
16 Complaint that are alleged to have occurred during the Class Period. Except as set forth in
17 Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims,
18 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
19 Housing Act, unemployment insurance, disability, social security, or workers' compensation or
20 claims based on events occurring outside the Class Period.

21 5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
22 on behalf of themselves and their respective former and present representatives, agents, attorneys,
23 administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties
24 that were alleged, or reasonably could have been alleged, based on the facts and allegations in the
25 Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA
26 Notice.

27 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
28 file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with

the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendant shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2))); (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims

that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

///

1 7.4 Notice to Class Members.

2 7.4.1 Not later than 15 days after the Court grants Preliminary Approval, Defendant
3 will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
4 spreadsheet. To protect Class Members' privacy rights, the Administrator must
5 maintain the Class Data in confidence, use the Class Data only for purposes of this
6 Settlement and for no other purpose, and restrict access to the Class Data to
7 Administrator employees who need access to effect and perform under this
8 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if
9 it discovers that the Class Data omitted Class Member identifying information and to
10 provide corrected or updated Class Data as soon as reasonably feasible. Without any
11 extension of the deadline by which Defendant must send the Class Data to the
12 Administrator, the Parties and their counsel will expeditiously use best efforts, in good
13 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
14 Data. No later than three (3) business days after receipt of the Class Data, the
15 Administrator shall notify Class Counsel that the list has been received and state the
16 number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay
17 Periods in the Class Data.

18 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
19 days after receiving the Class Data, the Administrator will send to all Class Members
20 identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish
21 translation substantially in the form attached to this Agreement as **Exhibit A**. The first
22 page of the Class Notice shall prominently estimate the dollar amounts of any
23 Individual Class Payment and Individual PAGA Payment (if applicable) payable to
24 the Class Member, and the number of Workweeks and PAGA Pay Periods (if
25 applicable) used to calculate these amounts. Before mailing Class Notices, the
26 Administrator shall update Class Member addresses using the National Change of
27 Address database.

28 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class

1 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
2 Notice using any forwarding address provided by the USPS. If the USPS does not
3 provide a forwarding address, the Administrator shall conduct a Class Member
4 Address Search and re-mail the Class Notice to the most current address obtained. The
5 Administrator has no obligation to make further attempts to locate or send Class
6 Notice to Class Members whose Class Notice is returned by the USPS a second time.

7 7.4.4 The deadline for Class Members' written objections, challenges to Workweeks
8 and/or Pay Periods, if applicable, and Requests for Exclusion will be extended for
9 Class Members whose notices are re-mailed. Class Members to whom Class Notices
10 are resent after having been returned undeliverable to the Administrator shall have
11 their deadline extended an additional 14 calendar days beyond the Response Deadline.
12 The Administrator will inform the Class Member of the extended deadline with the
13 re-mailed Class Notice.

14 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise
15 discovers any persons who believe they should have been included in the Class Data
16 and should have received Class Notice, the Parties will expeditiously meet and confer
17 in person or by telephone, and in good faith, in an effort to agree on whether to include
18 them as Class Members. If the Parties agree, such persons will be Class Members
19 entitled to the same rights as other Class Members, and the Administrator will send,
20 via email or overnight delivery, a Class Notice requiring them to exercise options
21 under this Agreement not later than 14 days after receipt of Class Notice, or the
22 deadline dates in the Class Notice, which ever are later.

23 7.5 Requests for Exclusion (Opt-Outs).

24 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class
25 Settlement must send the Administrator, by fax, email, or mail, a signed written
26 Request for Exclusion not later than the Response Deadline. A Request for Exclusion
27 is a letter from a Class Member or the Class Member's representative that reasonably
28 communicates the Class Member's election to be excluded from the Settlement and

includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and/or Pay Periods, if applicable, allocated to the Class Member in the Class Notice. The Class Member may

challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks and/or Pay Periods. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks and/or Pay Periods is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and/or Pay Periods and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the

1 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
2 Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The
3 Administrator will also maintain and monitor an email address and a toll-free
4 telephone number to receive Class Member calls, faxes and emails.

5 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
6 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
7 Not later than 5 days after the expiration of the deadline for submitting Requests for
8 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
9 containing (a) the names and other identifying information of Class Members who
10 have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names
11 and other identifying information of Class Members who have submitted invalid
12 Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted
13 (whether valid or invalid).

14 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
15 reports to Class Counsel and Defense Counsel that, among other things, tally the
16 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
17 Requests for Exclusion (whether valid or invalid) received, objections received,
18 challenges to Workweeks received and/or resolved, and checks mailed for Individual
19 Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly
20 Reports must include the Administrator’s assessment of the validity of Requests for
21 Exclusion and attach copies of all Requests for Exclusion and objections received.

22 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which
23 Plaintiff is required to file the Motion for Final Approval of the Settlement, the
24 Administrator will provide to Class Counsel and Defense Counsel, a signed
25 declaration suitable for filing in Court attesting to its due diligence and compliance
26 with all of its obligations under this Agreement, including, but not limited to, its
27 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
28 Class Notices, attempts to locate Class Members, the total number of Requests for

Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code § 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

8.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the

1 Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's
2 decision to award less than the amounts requested for the Class Representative Service Payment,
3 Attorneys' Fees, Attorneys' Costs, and/or Administrator Expenses shall not constitute a material
4 modification to the Agreement within the meaning of this paragraph.

5 8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
6 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
7 of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters
8 and (iii) addressing such post-Judgment matters as are permitted by law.

9 8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
11 Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating
12 Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment,
13 including all rights to post-judgment and appellate proceedings, the right to file motions to vacate
14 judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not
15 include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals
16 the Judgment, the Parties' obligations to perform under this Agreement will be suspended until
17 such time as the appeal is finally resolved and the Judgment becomes final, except as to matters
18 that do not affect the Net Settlement Amount.

19 8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 appellate court vacates, reverses or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted
22 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
23 expeditiously work together in good faith to address the appellate court's concerns and to obtain
24 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration
25 expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify
26 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
27 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
28 as long as the Gross Settlement Amount remains unchanged.

1 **9. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended
3 judgment.

4 **10. ADDITIONAL PROVISIONS.**

5 10.1 No Admission of Liability. This Agreement represents a compromise and settlement
6 of highly disputed claims. Nothing in this Agreement is intended or should be construed as an
7 admission by Defendant that any of the allegations in the Operative Complaint have merit or that
8 Defendant has any liability for any claims asserted; nor is it intended or should be construed as
9 an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree
10 that class certification and representative treatment is for purposes of this Settlement only. If for
11 any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter
12 Judgment, Defendant reserves the right to contest certification of any class for any reason,
13 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
14 right to move for class certification on any grounds available and to contest Defendant's defenses.
15 The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing
16 on, and will not be admissible in connection with, any litigation (except for proceedings to enforce
17 or effectuate the Settlement and this Agreement).

18 10.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
19 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
20 and each of them will not disclose, disseminate, publicize, or cause or permit another person to
21 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
22 specifically or generally, to any person, corporation, association, government agency or other
23 entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed
24 to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary
25 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
26 (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
27 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
28 subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel

1 separately agree not to, directly or indirectly, initiate any conversation or other communication,
2 before the filing of the Motion for Preliminary Approval, with any third party regarding this
3 Agreement or the matters giving rise to this Agreement except to respond only that “the matter
4 was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
5 communications with Class Members in accordance with Class Counsel’s ethical obligations
6 owed to Class Members.

7 10.3 No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement or appeal
9 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
10 to communicate with Class Members in accordance with Class Counsel’s ethical obligations
11 owed to Class Members.

12 10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties, covenants or
15 inducements made to or by any Party.

16 10.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
19 its terms, and to execute any other documents reasonably required to effectuate the terms of this
20 Agreement including any amendments to this Agreement.

21 10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts in good faith to implement the Settlement by, among other things, modifying the
23 Settlement Agreement and submitting supplemental evidence and supplementing points and
24 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
25 or content of any document necessary to implement the Settlement, or on any modification of the
26 Agreement that may become necessary to implement the Settlement, the Parties will seek the
27 assistance of a mediator or the Court for resolution.

28 10.7 No Prior Assignments. The Parties separately represent and warrant that they have not

1 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
2 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
3 action or right released and discharged by the Party in this Settlement.

4 10.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
6 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
7 Part 10, as amended) or otherwise.

8 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
9 modified, changed or waived only by an express written instrument signed by all Parties or their
10 representatives and approved by the Court.

11 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
12 to the benefit of, the successors of each of the Parties.

13 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
14 governed by and interpreted according to the laws of the State of California, without regard to
15 conflict of law principles.

16 10.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this
17 Agreement. This Agreement will not be construed against any Party on the basis that the Party
18 was the drafter or participated in the drafting.

19 10.13 Confidentiality. To the extent permitted by law, all agreements made and orders
20 entered during the Action and in this Agreement relating to the confidentiality of information
21 shall survive the execution of this Agreement.

22 10.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
23 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
24 Counsel by Defendant in connection with the mediation, other settlement negotiations, or the
25 Settlement, may be used only with respect to this Settlement and for no other purpose, and may
26 not be used in any way that violates any existing contractual agreement, statute or the California
27 Rules of Court. Not later than 90 days after the date when the Court discharges the
28 Administrator's obligation to provide a declaration confirming the final pay out of all Settlement

funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of the Agreement.

10.16 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: John G. Yslas, Esq.
john.yslas@wilshirelawfirm.com
Eugene Zinovyev, Esq.
Eugene.zinovyev@wilshirelawfirm.com
John Brown, Esq.
John.brown@wilshirelawfirm.com
Gabriella Solé, Esq.
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant: Atkinson, Andelson, Loya, Ruud & Romo
Robert R. Walker, Esq.
Robert.Walker@aalrr.com
Joshua D Carlon, Esq.
Joshua.Carlon@aalrr.com
Holly R. Garcia, Esq.
Holly.Garcia@aalrr.com
251 South Lake Avenue, Suite 360
Pasadena, California 91101-3018
Telephone: (626) 583-8600
Fax: (626) 583-8610

10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19 Binding Agreement: The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Civil Procedure § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code §§ 1122(a)(1) and 1123(b), notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

10.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

[SIGNATURES ON NEXT PAGE]

1 By the Parties:

2 **PLAINTIFF**

3
4 Date: 5/26/2026

Signed by:



7EB8B74944DB403
5 Plaintiff Joselin Maciel Hernandez

6 **DEFENDANT**

7
8 Date: _____

9 Defendant La Barca Restaurant

10 By: Gildardo Garcia

11 Position: _____

12
13 Approved by counsel:

14 Date: 5/26/2026

15 **WILSHIRE LAW FIRM**

16 By: _____

17 John G. Yslas
18 Eugene Zinovyev
19 John Brown
20 Gabriella Solé

Attorneys for Plaintiff

21 Date: _____

22 **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

23 By: _____

24 Robert R. Walker
25 Joshua Carlon
26 Holly R. Garcia

Attorneys for Defendant

1 By the Parties:

2 **PLAINTIFF**

3
4 Date: _____

Plaintiff Joselin Maciel Hernandez

6 **DEFENDANT**

7
8 Date: May 27, 2026

Gildardo Garcia
Gildardo Garcia (May 27, 2026 11:01:44 PDT)

Defendant La Barca Restaurant

9
10 By: Gildardo Garcia

11 Position: Owner

12
13 Approved by counsel:

14 Date: _____

WILSHIRE LAW FIRM

15
16 By: _____

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé

Attorneys for Plaintiff

17
18
19
20
21 Date: May 27, 2026

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

22 Joshua Carlon
23 By: _____

Robert R. Walker
Joshua Carlon
Holly R. Garcia

Attorneys for Defendant

EXHIBIT A

**COURT-APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Maciel Hernandez v. La Barca Restaurant, et al.
Case No. 25STCV25266

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against La Barca Restaurant (“La Barca”) for alleged wage and hour violations. The Action was filed by a former La Barca employee Joselin Maciel Hernandez (“Plaintiff”) and seeks payment of (1) back wages, including compensation for failure to provide meal and rest periods, unreimbursed business expenses, and statutory penalties for failure to provide accurate, itemized wage statements and failure timely to pay all wages at termination for a class of hourly-paid, non-exempt employees (“Class Members”) who worked for La Barca during the Class Period (August 27, 2021, to June 7, 2026); and (2) penalties under the California Private Attorneys General Act (“PAGA”), Lab. Code, § 2698, *et seq.*, for all hourly-paid, non-exempt employees who worked for La Barca during the PAGA Period (August 27, 2024, to June 7, 2026) (“Aggrieved Employees”).

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

Based on La Barca’s records, and the parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 La Barca’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on La Barca’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period and/or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a Judgment that requires La Barca to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against La Barca.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against La Barca.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against La Barca, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

La Barca will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
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 wage claims against La Barca 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 [REDACTED]	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. 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 VI of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. La Barca must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Settlement. 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 VII of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 orally object to the Class Settlement at the Final Approval Hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks 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 of Class Period workweeks and number of PAGA Period pay periods you worked according to La Barca's records are stated on the first page of this Notice. If you disagree with the number of Class Period Workweeks and/or PAGA Period Pay Periods, you must challenge them by [REDACTED]. See Section IV of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former La Barca employee. The Action accuses La Barca of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Plaintiff is represented by attorneys in the Action: John G. Yslas, Esq., Eugene Zinovyev, Esq., John Brown, Esq., and Gabriella Solé, Esq. of Wilshire Law Firm, 660 S. Figueroa St., Sky Lobby, Los Angeles, CA 90017.

La Barca strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far the Court has made no determination whether La Barca or Plaintiff is correct on the merits. In the meantime, Plaintiff and La Barca hired an experienced, neutral mediator and participated in a full-day adversarial mediation in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and La Barca 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, La Barca does 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) La Barca has 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. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. La Barca Will Pay \$240,475.00 as the Gross Settlement Amount ("Gross Settlement"). La Barca has 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, a Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, La Barca will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes 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.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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:
 - A. Up to \$80,158.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$6,750.00 to the Administrator for services administering the Settlement.
 - D. Up to \$12,023.75 for PAGA penalties, allocated 65% to the LWDA and 35% to Individual PAGA Payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA Penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions 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 Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and La Barca are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and statutory penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (La Barca will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are 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 1099 Forms.

Although Plaintiff and La Barca have agreed to these allocations, neither side is giving 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 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.

5. 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 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 Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Class Members who opt out will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against La Barca.

You cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against La Barca based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant Final Approval of the Settlement or not enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and La Barca have agreed that, in either case, the Settlement will be void, La Barca will not pay any money, and Class Members will not release any claims against La Barca.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator" or "Phoenix"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Notice.
9. Participating Class Members' Release. After the Judgment is final and La Barca has 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 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 La Barca or related entities ("Released Parties") 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 Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged,

based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period. Except as set forth in Paragraph 5.3 of the Settlement Agreement, 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, or workers' compensation or claims based on events occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's Judgment is final, and La Barca has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against La Barca, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against La Barca or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

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 for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$_____ by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, if any, as recorded in La Barca's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept La Barca's calculation of Workweeks and/or Pay Periods based on La Barca's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission

and on input from Class Counsel (who will advocate on behalf of Participating Class Members and Aggrieved Employees) and La Barca's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

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

VI. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out of the Class Action Settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Hernandez v. La Barca Restaurant, et al.*, Case No. 25STCV25266, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [REDACTED], or it will be invalid.** Section IX of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and La Barca are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [REDACTED] (url) or the Court's website (<https://www.lacourt.ca.gov/home>).

A Participating Class Member who disagrees with any aspect of the Settlement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Hernandez v. La Barca Restaurant, et al.*, Case No. 25STCV25266, and include your name, current

address, telephone number, and approximate dates of employment for La Barca and sign the objection. Section IX of this Notice has the Administrator's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant Final Approval of the 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 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything La Barca and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the settlement agreement, the Judgment or any other settlement documents is to go to Phoenix's website at [REDACTED] (url) [REDACTED].

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 <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 25STCV25266. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

John G. Yslas, Esq.
john.yslas@wilshirelawfirm.com
Eugene Zinovyev, Esq.
eugene.zinovyev@wilshirelawfirm.com
John Brown, Esq.
john.brown@wilshirelawfirm.com
Gabriella Solé, Esq.
gabriella.sole@wilshirelawfirm.com
Wilshire Law Firm
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988

Settlement Administrator: Phoenix Settlement Administrators (PSA)
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 3

~~[NOTE: This Model Class Action and PAGA Settlement Agreement is based on a version originally approved by the Court, the complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue (Ret.) and including 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form for multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. **COUNSEL USING THIS MODEL AGREEMENT ARE TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SHOWING HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.]**~~

~~[MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE~~

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff JOSELIN MACIEL HERNANDEZ

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A Professional Law Corporation
Robert R. Walker State Bar No. 254337
Robert.Walker@aallrr.com
Joshua D. Carlon State Bar No. 263838
Joshua.Carlon@aallrr.com

Holly R. Garcia State Bar No. 352269
Holly.Garcia@aallr.com
251 South Lake Avenue, Suite 360
Pasadena, California 91101-3018
Telephone: (626) 583-8600
Fax: (626) 583-8610

Attorneys for Defendants LA BARCA RESTAURANT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSELIN MACIEL HERNANDEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

LA BARCA RESTAURANT, an unknown
business entity; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 25STCV25266

Assigned for All Purposes to the Hon.
Carolyn B. Kuhl, Dept. 12

CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT

Complaint Filed: August 27, 2025

Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff JOSELIN MACIEL HERNANDEZ (“Plaintiff”) and defendant ~~—(“XYZ”)—~~LA BARCA RESTAURANT (“Defendant”). The Agreement refers to Plaintiff and ~~xyz~~Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 —“Action” means the Plaintiff’s lawsuit alleging wage and hour violations against ~~XYZ~~Defendant captioned ~~—~~Hernandez v. La Barca Restaurant, et al., Case No. 25STCV25266, initiated on ~~-~~August 27, 2025, and pending in the Court.

1.2 —“Administrator” means ~~—~~Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 —“Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 —“Aggrieved Employee” means ~~[e.g.,]~~ a person employed by ~~XYZ~~Defendant in California and classified as ~~a~~ —an hourly-paid, non-exempt individual who worked for ~~XYZ~~Defendant at any time during the PAGA Period~~].~~

~~1.5~~ —“Class” means ~~[define class, e.g., all]~~ persons employed by ~~XYZ~~Defendant in California and classified as

1.5 — an hourly-paid, non-exempt individual who worked for ~~xyz~~Defendant at any time during the Class Period~~].~~

1.6 “Class Counsel” means ~~-John G. Yslas, Eugene Zinovyev, John Brown, and Gabriella Solé of the~~

Wilshire Law Firm, PLC.

1.7 —“Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 —“Class Data” means Class Member identifying information in ~~XYZ’s~~Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 —“Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

~~1.11~~ —“Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be

1.11 mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from —August 27, 2021, through June 7, 2026, subject to —Par. 4.1.1, *infra*.

1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.

1.14 —“Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 ~~“XYZ“~~“Defendant” means named Defendant —La Barca Restaurant.

1.17 “Defense Counsel” means —Robert R. Walker, Joshua D. Carlon, and Holly R. Garcia of Atkinson, Andelson, Loya, Ruud & Romo.

1.18 “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Gross Settlement Amount” means \$-240,475.00, which is the total amount ~~XYZ~~Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount ~~calculated according to~~based on the number of Workweeks worked during the Class Period.

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share ~~[25%/35%]~~1% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.[‡]

1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.25 “LWDA” means the California Labor and Workforce Development Agency.

1.26 “LWDA PAGA Payment” means the ~~[75%/65%]~~1% of the PAGA Penalties paid to the LWDA under Labor Code ~~section~~§ 2699, subdivision ~~(i)~~(m).

1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 “PAGA Pay Period” means any biweekly or semimonthly pay period during which, for one or more hours during the PAGA Period, an Aggrieved Employee worked for ~~XYZ for at least one day during the PAGA Period.~~ Defendant. If any Aggrieved Employee’s regular pay periods were weekly, rather than biweekly or semimonthly, their number of pay periods shall be reduced by one-half for purposes of this Settlement, pursuant to Lab. Code § 2699(0).

1.30 “PAGA Period” means the period from ~~___ to __.~~ August 27, 2024, through the end date of the Class Period (as defined in Paragraphs 1.12 and 4.1.1).

1.31 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698, ~~et seq.~~) West 2025).

1.32 “PAGA Notice” means Plaintiff’s ___ August 27, 2025 letter to ~~XYZ and the LWDA~~ [and Plaintiff’s
_____ letter to XYZ and the LWDA] providing notice pursuant to Labor Code ~~section~~ § 2699.3, ~~subdivision~~
~~(subd.(a).),~~ designated LWDA Case No. LWDA-CM-1121698-25.

1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, ~~(\$12,023.75)~~, allocated ~~[25%/35%]%~~ to ~~the~~ Aggrieved Employees ~~(~~(\$4,208.31)~~~~) and ~~[75%/65%]%~~ to the LWDA (~~(\$7,815.44)~~) in settlement of PAGA claims.

1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 “Plaintiff” means —Joselin Maciel Hernandez, the named plaintiff in the Action.

1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.37 “Released Class Claims” means the claims being released, as described in Paragraph 5.2 below.

1.38 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.39 “Released Parties” means XYZDefendant and each of its former and present ~~[directors,]~~ ~~[officers,]~~ ~~[shareholders,]~~ ~~[stockholders,]~~ ~~owners,~~ ~~[members,]~~ ~~[attorneys,]~~ ~~[insurers,]~~ ~~[managing agents, operators, and managers and its predecessors,]~~ ~~[successors,]~~ ~~[assigns,]~~ ~~[subsidiaries,]~~ ~~[affiliates],~~ ~~trustees, and affiliated or related companies, including DBAs, joint employers, payroll providers, insurers, benefits providers, benefit plan fiduciaries, attorneys, employees, vendors, independent contractors, assignees, and agents.~~

1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41 “Response Deadline” means ~~[e.g., 60]~~ days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been

returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline.

1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.43 “Workweek” means any week during which, for one or more hours during the Class Period, a Class Member worked for ~~XYZ for at least one day, during the Class Period.~~ Defendant in California as an hourly-paid or non-exempt employee.

2. RECITALS.

2.1 On August 27, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against ~~XYZ~~ Defendant for ~~_____~~ [the following: 1) failure to pay minimum and straight time wages; 2) failure to pay overtime wages; 3) failure to provide meal periods or compensation in lieu thereof; 4) failure to provide rest periods or compensation in lieu thereof; 5) failure timely to pay final wages at termination; 6) failure to provide accurate wage statements; 7) failure to indemnify employees for expenditures; 8) unfair business practices in violation of the Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, et seq. On November 10, 2025, Plaintiff filed a ~~[e.g., First Amended Complaint]~~ (“FAC”) alleging ~~causes a ninth (9th) cause~~ of action against ~~XYZ for~~ _____ Defendant for civil penalties under PAGA. The ~~[e.g., First Amended] Complaint~~ FAC is the operative

complaint in the Action (the “Operative Complaint”). ~~XYZ~~ Defendant denies the allegations in

2.1 the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 —Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to XYZDefendant and the LWDA by sending the PAGA Notice.

2.3 —On April 8, 2026, the Parties participated in an all-day mediation presided over by Russ J. Wunderli, Esq., which led to this Agreement ~~for describe alternative means of negotiation~~. Subsequently, on April 15, 2026, the Settlement's material terms were memorialized in a fully-executed Memorandum of Understanding ("MOU").

2.4 —Before ~~mediation negotiating the Settlement~~, Plaintiff obtained, through ~~formal informal~~ discovery, a sampling of Class Members and Aggrieved Employees' time and pay records and Defendant's relevant written policies and practices. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court ~~has has not~~ granted class certification because the Parties engaged in mediation before any motion for class certification was filed.

2.6 —The Parties, Class Counsel, and Defense Counsel represent ~~that~~ they are not aware of any other pending ~~matter matters or action asserting claims that will be extinguished or affected by the Settlement~~ ~~they are aware of the following other pending matter[s] or action[s] actions~~ asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 ~~—Gross Settlement Amount.~~ ~~XYZ~~Defendant promises to pay \$~~240,475.00~~ and no more as the Gross Settlement Amount ~~and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments.~~ ~~XYZ.~~ Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2.ⁱⁱⁱ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ~~Defendant.

3.2 ~~—Payments from the Gross Settlement Amount.~~ The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

~~3.2.1~~ ~~———~~ To Plaintiff: Class Representative Service Payment of not more than \$~~———~~ \$10,000.00 (in addition to any Individual Class Payment ~~and any Individual PAGA Payment~~ the Class Representative is entitled to receive as a Participating Class Member). ~~XYZ~~Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount

3.2.1 requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than -33.33%, which is currently estimated to be \$—80,158.33, and a Class Counsel Litigation Expenses Payment of not more than \$—. XYZ20,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZDefendant harmless, and indemnifies XYZDefendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 — To the Administrator: An Administration Expenses Payment not to exceed 3.2.3 \$\$6,750.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$—6,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator

shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. ~~—20%~~ of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The ~~—remaining 80%~~ of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for ~~[e.g., interest and statutory penalties]~~ (the "Non-Wage Portion").^{iv} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments.

Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$_____

_____12,023.75 to be paid from the Gross Settlement Amount, with [75%/65%] (\$_____%
(\$7,815.44) allocated to the LWDA PAGA Payment and [25%/35%] (\$_____% (\$4,208.31) allocated to
the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' [25%/35%]% share of PAGA Penalties (\$4,208.31) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 _____ Class Size Estimates. Based on a review of its records to date,
XYZDefendant estimates there are _____86 **Class Members** who
collectively worked a total of _____9,619 **Workweeks**, and _____
_____46 **Aggrieved Employees** who worked a total :

4.1 _____ of 3,827 **PAGA Pay Periods.***

4.1.1 _____ Escalator: The Gross Settlement Amount was calculated based on Defendant's above estimated

number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods through April 8, 2026. If, during the course of this approval process, the total number of workweeks increases by more than 10% (i.e. an increase of more than 962 workweeks), Defendant shall have the election to either (a) cut off the Class Period when the Workweeks worked by Participating Class Members (as defined in Par. 1.34, *supra*) reaches 10,581, or (b) pay a proportional share per workweek to include the additional Workweeks above 10,581 Workweeks.

4.2 Funding of Gross Settlement Amount. ~~XYZ~~Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than ~~{14}~~ days after the Effective Date.

4.3 ~~—~~Payments from the Gross Settlement Amount. Within ~~{14}~~ days after ~~XYZ~~Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

~~4.3.1~~ — The Administrator will issue checks for the Individual Class Payments and or Individual PAGA Payments and send them to the Class Members and Aggrieved

4.3.1 Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within ~~{7}~~ days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check ~~[to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient")]~~ [to the California Controller's Unclaimed Property Fund in the name of the Class Member]. ~~[The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient].~~

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure ~~section~~§ 384, subdivision (b).

4.3.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate XYZDefendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

~~5.~~ RELEASES OF CLAIMS. Effective on the date when XYZDefendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the

5. Individual Class Payments. (see Par. 4.2, supra), Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 — Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences ~~that~~ alleged to have occurred during the Class Period³², including, but not limited to:

5.1 (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint³³; and (b) all PAGA claims alleged to have occurred during the PAGA Period that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("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, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class 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.³⁴ Plaintiff further acknowledges that she is not a current employee of Defendant.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 — Release by Participating Class Members:

5.2 All Participating Class Members, on behalf of themselves and their respective former and present

representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period ~~including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.”.~~ Except as set forth in ~~Section~~Paragraph 5.3 of this Agreement, 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, or workers’ compensation or claims based on events occurring outside the Class Period.

~~5.3~~ Release by Aggrieved Employees:

5.3 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 for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

~~and the PAGA Notice [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 ~~—XYZ’s Defendant’s~~ Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, ~~XYZ Defendant~~ will prepare and deliver to Class Counsel a signed declaration from ~~XYZ Defendant~~ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient (if applicable).~~ In their declarations, Defense Counsel and ~~XYZ Defendant~~ shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 ~~—Plaintiff’s~~ Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code ~~section~~§ 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~[and/or the proposed Cy Pres Recipient];~~ and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or]~~ the Administrator ~~[and/or the proposed Cy Pres Recipient];~~ (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice

(Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); (vii) a redlined version of the Agreement showing all modifications made to the ~~Superior Court of Los Angeles County's~~Superior Court's Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator ~~and/or the Cy Pres Recipient~~. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

~~6.3~~ Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~[30]~~ days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to

6.3 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 —Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

~~7.1~~ —Selection of Administrator. The Parties have jointly selected _____
Phoenix to serve as the Administrator and verified that, as a condition of appointment,

7.1 — Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 —Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 —Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

///

7.4 Notice to Class Members.

7.4.1 —Not later than ~~[e.g., 15]~~ days after the Court grants Preliminary Approval, ~~XYZ~~Defendant will

deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. XYZDefendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZDefendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

~~Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.~~

- 7.4.2 -Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice [with Spanish translation, ~~if applicable~~] substantially in the form attached to this Agreement as **Exhibit —A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 -Not later than [3] business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 -The deadline for Class Members' written objections, challenges to Workweeks and/or Pay Periods, if applicable, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 -If the Administrator, ~~XYZ~~Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received

Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~{14}~~ days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

~~7.5.1~~ — Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request

7.5.1 for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 –Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 –Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

~~5.3 of this Agreement and are eligible for an Individual PAGA Payment.~~

7.6 ~~Challenges to Calculation of Workweeks~~ and/or Pay Periods. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and/or Pay Periods, if applicable, allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks and/or Pay Periods. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks and/or Pay Periods is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and/or Pay Periods and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 ~~–~~Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.

7.7.2 ~~–~~Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

7.7.3 ~~–~~Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 ~~—~~Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.8.1 ~~–~~Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 ~~–~~Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~{5}~~ days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of

Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

~~7.8.3~~ Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s

7.8.3 assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 –Administrator’s Declaration. Not later than [14] days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.5 –Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

~~8. **XYZ’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ____% of the total of all Class Members, XYZ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZ withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.~~

9.8. MOTION FOR FINAL APPROVAL. Not later than [16] court days before the calendared Final Approval

Hearing, Plaintiff will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code ~~section~~§ 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~{seven}~~7 days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.18.1 —Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later ~~that [five]~~than 5 court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.28.2 —Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement ~~(, including, but not limited to,~~ the scope of release to be granted by Class Members~~);~~; the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, ~~Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment~~Attorneys’ Fees, Attorneys’ Costs, and/or Administrator Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.38.3 —Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.48.4 —Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9.58.5 —Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court

vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~10.9.~~ **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure ~~section~~§ 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

~~11.10.~~ **ADDITIONAL PROVISIONS.**

~~11.10.1~~ — No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendant that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that ~~XYZ's~~Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, ~~XYZ~~Defendant reserves the right to contest certification of any class for any reason, ~~XYZ~~Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest ~~XYZ's~~Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

~~11.210.2~~ — Confidentiality ~~Before~~Prior to Preliminary Approval. Plaintiff, Class Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary

Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

~~11.3~~10.3 — No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

~~11.4~~10.4 — Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

~~11.5~~10.5 — Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~11.6~~10.6 — Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

~~11.7~~10.7 — No Prior Assignments. The Parties separately represent 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 right released and discharged by the Party in this Settlement.

~~11.8~~10.8 — No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~11.9~~10.9 —Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

~~11.10~~10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~11.11~~10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

~~11.12~~10.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~11.13~~10.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~11.14~~10.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by XYZDefendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from XYZDefendant unless, before the Court's discharge of the Administrator's obligation, XYZDefendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

~~11.15~~10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of ~~this~~the Agreement.

~~11.16~~10.16 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~11.17~~10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: John G. Yslas, Esq.

To ~~XYZ~~:

john.yslas@wilshirelawfirm.com
Eugene Zinovyev, Esq.
Eugene.zinovyev@wilshirelawfirm.com
John Brown, Esq.
John.brown@wilshirelawfirm.com
Gabriella Solé, Esq.
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant: Atkinson, Andelson, Loya, Ruud & Romo
Robert R. Walker, Esq.
Robert.Walker@aalrr.com
Joshua D Carlon, Esq.
Joshua.Carlon@aalrr.com
Holly R. Garcia, Esq.
Holly.Garcia@aalrr.com
251 South Lake Avenue, Suite 360
Pasadena, California 91101-3018
Telephone: (626) 583-8600
Fax: (626) 583-8610

~~11.18~~10.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19 Binding Agreement: The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Civil Procedure § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code §§ 1122(a)(1) and 1123(b), notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

~~11.19~~10.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure ~~section~~§ 583.330 to extend the date to bring a case to trial under Code of Civil Procedure ~~section~~§ 583.310 for the entire period of this settlement process.

For [SIGNATURES ON NEXT PAGE]

By the Parties:

PLAINTIFF

Date: _____

Plaintiff For XYZ Joselin Maciel Hernandez

(date) _____ (date)

Counsel For

DEFENDANT

Date: _____

Defendant La Barca Restaurant

By: Gildardo Garcia

Position: _____

Approved by counsel:

Date: **WILSHIRE LAW FIRM**

By: _____

John G. Yslas
Eugene Zinovyev
John Brown
Gabriella Solé

Attorneys for Plaintiff Counsel For XYZ

(date) _____ (date)

1
2 Date: ATKINSON, ANDELSON, LOYA, RUUD & ROMO

3
4

By: _____

Robert R. Walker

Joshua Carlon

Holly R. Garcia

Attorneys for Defendant

EXHIBIT 4

Evette Padilla

From: no-reply@formassembly.com
Sent: Monday, August 24, 2026 4:31 PM
To: Evette Padilla
Subject: Thank you for your Proposed Settlement Submission

08/24/2026 04:30:53 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/24/2026 04:30:53 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1121698-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cevette.padilla%40wilshirelawfirm.com%7Ca93cc59f73c44b2b697608df0237c66c%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639232110736670714%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFrpbClzIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=Nkoh6Y7mS5FSBeOI1Yer%2BIZ5IfOMslrY8YzR%2FC6tdkA%3D&reserved=0