B. James Fitzpatrick (SBN: 129056)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

YVONNE LARKIN, as an individual and on behalf of all others similarly situated, and as a private attorney general, Plaintiff, vs. PARK & KISS, INC.; and DOES 1 through 50, inclusive, Defendants.	Case No. 26CV00361 [Hon. Syda K. Cogliati, Department 5] **DECLARATION OF SIMON L. YANG IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: August 24, 2026 Time: 8:30 a.m. Department: 5 Complaint Filed: February 3, 2026

I, Simon L. Yang, declare as follows:

1. I am an attorney admitted to practice in the State of California and, with the law firm Diversity Law Group, P.C., am counsel of record for Plaintiff, Yvonne Larkin. I make this declaration on the basis of my own personal knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify competently to the facts stated in this declaration.

2. On February 3, 2026, Plaintiff filed the original complaint initiating the Action on behalf of a putative class of current and former non-exempt employees of Defendant, Park & Kiss, Inc., in the State of California. The Action pursued class action claims and representative PAGA claims for Defendant's alleged failure to pay reporting time pay, failure to pay all tips, failure to pay wages for all hours worked, failure to pay all overtime wages due, failure to provide lawful meal periods and rest periods, untimely payment of wages during employment and upon the separation of employment, failure to provide lawful wage statements, and failure to reimburse business expenses. The Action also alleged individual claims for Defendant's alleged retaliation and constructive termination of Plaintiff's employment resulting from Plaintiff's complaints about Defendant's wage-hour practices.

3. Upon the initiation of the Action, Plaintiff and Defendant met and conferred about the Defendant also provided Plaintiff with information about various legal and factual defenses, including those based on an alleged arbitration agreement. On numerous dates thereafter, Plaintiff and Defendant exchanged information and documents that Plaintiff contended supported the claims and that Defendant contended supported its defenses.

4. Class Counsel continued investigating the alleged claims and also analyzed any defenses raised by Defendants. Ultimately, the Parties agreed to schedule a mediation to potentially resolve the claims. To enable a potential resolution, Defendant provided its written policies and the relevant numbers of individuals, alleged meal and rest period violations, tip shifts, and workweeks, for example, among other things. Defendant's willingness to provide informal discovery on a classwide basis enabled Plaintiff to evaluate the full scope of Defendant's potential liability.

5. On May 22, 2026, the Parties attended mediation with the Hon. Peter H. Kirwan (Ret.), an experienced mediator knowledgeable of both the wage and hour laws and class and representative

action claims at issue. With the mediator's assistance and based upon a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, Defendant's financial condition, the risks of significant delay, and numerous potential appellate issues.[1] The settlement terms were memorialized in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement"), a true and correct copy of which is attached as **Exhibit 1**.

6. The Agreement requires Defendant to pay $120,000.00—or approximately $845.07 gross, on average, per Class Member. As discussed below, this amounts to approximately 10.82% of Defendant's potential liability and is an excellent result for Class Members. To wit, Plaintiff alleges that Defendant owed an additional hour of wages to Class Members for unpaid wages and reporting time pay and for missed, late, or short meal periods and rest periods. Plaintiff also contends that these unpaid wages result in Labor Code section 203 penalties of up to 30 days wages. Plaintiff also contends that such underpayments cause wage statement violations that under Section 226(e) result in a $50 penalty for the first non-compliant wage statement to each Class Member and a $100 penalty for each additional non-compliant wage statement to the Class Member, up to a maximum of $4,000.00 per Class Member.[2] Moreover, under PAGA, Plaintiff contends that Defendant also would be liable for an additional $150 per pay period for these violations under Sections 558 and 2699(f).

7. Defendant contests the merits and denies it is liable at all. Moreover, even if Plaintiff were to prevail on the merits, Defendant disputes the extent of liability. For example, Defendant contends that it would not be subject to Section 203 penalties, based on a "good faith dispute" defense. Likewise, with respect to wage statement liability, Defendant contends that liability under Section 226(e) would be precluded based on a "good faith dispute" defense, and subject to additional defenses requiring proof of injuries resulting from knowing and intentional violations. Similarly, with respect to PAGA penalties, Defendant claims that the alleged circumstances are such that PAGA penalties would be subject to discretionary reductions.

---

[1] After the Parties were able to agree on settlement terms for a resolution of class and PAGA, the Parties also were able to agree on settlement terms for a resolution of Plaintiff's individual claims.

[2] Except as otherwise noted, all "Section" references are to the Labor Code.

8. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. Ultimately, based on classwide data available at mediation, Plaintiff argued that the potential total recovery amounted to approximately $1,109,458.29—which included approximately $102,211.20 in unpaid wages and reporting time pay, $178,363.09 in meal period premiums, $255,528.00 in rest period premiums, $126,950.00 in wage statement penalties, $211,356.00 in waiting time penalties, and $235,050.00 under PAGA. Plaintiff contends that the Gross Settlement Amount of $120,000.00—approximately 10.82% of the potential total recovery of $1,109,458.29—is an excellent result. Based on actual litigation costs to date of $11,653.11, it is expected that, on average, each Class Member would be allocated approximately $280.61 net in Settlement Payments (*after* all requested payments from the Gross Settlement Amount).[3] It is also expected that, on average, each PAGA Employee will be allocated an additional $63.64.

9. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that Defendant file for bankruptcy (based on documents regarding Defendant's financial condition that were reviewed with the mediator), class certification could be denied, liability could not be established at trial, or the applicable law could change. I recognize that the settlement resulting from extensive arm's length negotiations between the Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation.

10. I am one of the primary attorneys on this matter. My qualifications are as follows: After completing my undergraduate education at The Wharton School at the University of Pennsylvania in 2004 with concentrations in Management and Human Resources, I continued studying labor and employment issues by enrolling in post-graduate education at the School of Labor and Employment

[3] The amount paid on average to each Class Member may increase, depending on how many Class Members opt out of the class action settlement. The amount actually paid to any Class Member may increase or decrease depending on his or her number of relevant wage statements during the Class Period.

Relations at the University of Illinois. I determined before enrolling in law school that I wanted to practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

11. Upon graduating from law school in 2008, I practiced labor and employment law at Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My practice focused on wage and hour class, collective, and representative actions, with a particular emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA"). During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class, collective, and representative actions that resulted in published opinions, including for example, *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also able to obtain experience litigating representative claims or wage and hour matters through trial and appeal. *E.g., Velazquez v. Costco Wholesale Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions from final paychecks). I also litigated class certification on numerous matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (denial of class certification on behalf of retail employees alleging off-the-clock work).

12. Based on my experience in wage and hour class, collective, and representative actions, I have been interviewed and quoted in articles published in the Northern California Record about legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and hour class and representative action litigation, including for example articles on California kin care requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break

laws in *California Transportation News*, a publication of the California Construction Trucking Association.

13. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C., which also focuses primarily on employment law. I have handled a number of wage and hour class and representative actions and continue litigating such matters in numerous Superior Courts and District Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have obtained class certification and been appointed class counsel, and numerous courts, including this Court, have deemed me to be qualified to act as class counsel for settlement classes. No court has ever found me to be inadequate class counsel.

14. My co-counsel and I will adequately represent the Class Members in this action. Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

15. Along with the filing of the motion for preliminary approval of the settlement in this matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development Agency ("LWDA") in compliance with Section 2699(s)(2) and (4). Attached as **Exhibit 2** is a copy of the LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the Court's judgment, papers, or other orders awarding civil penalties under PAGA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27th day of July 2026, at Hillsborough, California.

Simon L. Yang

EXHIBIT 1

B. James Fitzpatrick (SBN: 129056)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff

An Nguyen Ruda
Josiah R. Jenkins
BARTKO PAVIA LLP
1100 Sansome Street
San Francisco, California 94111
Telephone: (415) 956-1900
Facsimile: (415) 956-1152

Attorneys for Defendant
PARK & KISS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

YVONNE LARKIN, as an individual and on behalf of all others similarly situated, and as a private attorney general,

Plaintiff,

vs.

PARK & KISS, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CV00361

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: February 3, 2026

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff, Yvonne Larkin, on the one hand, and Defendant, Park & Kiss, Inc., on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Yvonne Larkin v. Park & Kiss, Inc.*, filed on February 3, 2026, in the Superior Court of the State of California for the County of Santa Cruz designated as Case No. 26CV00361.

1.2. Administrator. "Administrator" means the third-party settlement administrator approved by the Court to administer the settlement.

1.3. Agreement. "Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

1.4. Class Counsel. "Class Counsel" means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and B. James Fitzpatrick of Fitzpatrick & Swanston.

1.5. Class Member. "Class Member" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period. Defendant represents there are approximately 142 Class Members that worked around 8,339 workweeks during the Class Period.

1.6. Class Notice. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

1.7. Class Period. "Class Period" means February 3, 2022, through May 22, 2026.

1.8. Court. "Court" means the Superior Court of California for the County of Santa Cruz.

1.9. Defendant. "Defendant" means Park & Kiss, Inc.

1.10. Defendant's Counsel. "Defendant's Counsel" means An Nguyen Ruda and Josiah R. Jenkins of Bartko Pavia LLP.

1.11. Effective Date. "Effective Date" means: (a) if no objections to the settlement are filed, the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if any appeals of the Final Approval Order are filed, the day following the expiration of time to further appeal an order affirming the Final Approval Order.

1.12. Final Approval Order. "Final Approval Order" means an order granting final approval of a settlement pursuant to this Agreement.

1.13. Gross Settlement Amount. "Gross Settlement Amount" means the maximum potential settlement amount—inclusive of any Attorneys' Fees and Costs Award, General Release Payment, Administration Costs, PAGA Penalty Fund, and allocations for Individual Settlement Payments, but exclusive of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, or any similar tax or charge)—that Defendant may be required to pay in connection with a Final Approval Order.

1.13.1. Administration Costs. "Administration Costs" means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendant's Counsel.

1.13.2. Attorneys' Fees and Costs Award. "Attorneys' Fees and Costs Award" means a Court approved payment from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.13.3. General Release Payment. "General Release Payment" means a Court approved payment from the Gross Settlement Amount to Plaintiff in recognition of Plaintiff's efforts and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff's additional general release of claims inapplicable to Settlement Class Members.

1.14. Individual Settlement Payment. "Individual Settlement Payment" means a Class Member's potential payment from the Gross Settlement Amount, which may include an Individual Class Payment and Individual PAGA Payment.

1.14.1. Individual Class Payment. "Individual Class Payment" means a Settlement Class Member's potential payment from the Net Settlement Amount for the class action settlement.

1.14.2. Individual PAGA Payment. "Individual PAGA Payment" means a PAGA Employee's potential payment from the PAGA Penalty Fund for the PAGA settlement.

1.15. LWDA Payment. "LWDA Payment" means a Court approved payment to the Labor & Workforce Development Agency ("LWDA") of 65% of the PAGA Penalty Fund.

1.16. Net Settlement Amount. "Net Settlement Amount" means the remainder of the Gross Settlement Amount after Court approved deductions for the Attorneys' Fees and Costs Award, General Release Payment, Administration Costs, and PAGA Penalty Fund.

1.17. PAGA Employee. "PAGA Employee" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period. Defendant represents that there are approximately 66 PAGA Employees who worked around 1,567 pay periods during the PAGA Period.

1.18. PAGA Period. "PAGA Period" means September 22, 2024, through May 22, 2026.

1.19. PAGA Penalty Fund. "PAGA Penalty Fund" means the portion of the settlement allocated to PAGA penalties.

1.20. Parties. "Parties" means Plaintiff and Defendant.

1.21. Plaintiff. "Plaintiff" means Yvonne Larkin.

1.22. Preliminary Approval Order. "Preliminary Approval Order" means an order granting preliminary approval of a settlement pursuant to this Agreement.

1.23. Released Party. "Released Party" means Defendant and any of its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members (including Kelly Ann Kissee and Tracy Parks-Barber), officers, directors, exempt employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

1.24. Settlement Class Members. "Settlement Class Members" means Class Members who do not exclude themselves from the class action settlement by complying with the procedures set forth in the Class Notice to opt out of the class action settlement.

2. RECITALS

2.1. Initiation of Action. On February 3, 2026, Plaintiff filed the original complaint initiating the Action on behalf of a putative class of current and former non-exempt employees of Defendant in the State of California. The Action pursued class action claims and representative action claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") for Defendant's alleged failure to pay reporting time pay, failure to pay all tips, failure to pay wages for all hours worked, failure to pay all overtime wages due, failure to provide lawful meal periods and rest periods, untimely payment of wages during employment and upon the separation of employment, failure to provide lawful wage statements, failure to reimburse business expenses, and unfair business practices. The Action also alleged individual claims for Defendant's alleged retaliation and constructive termination of Plaintiff's employment resulting from Plaintiff's complaints about Defendant's wage-hour practices.

2.2. Class Counsel's Investigation. Plaintiff and Defendant met and conferred about the alleged claims. On numerous dates, Plaintiff and Defendant exchanged information and documents that Plaintiff contended supported the alleged claims and that Defendant contended supported their defenses. Class Counsel continued investigating the alleged claims and also analyzed any defenses raised by Defendant. Ultimately, Defendant agreed to schedule a mediation to potentially resolve the alleged claims. In preparation for the mediation, Defendant provided Plaintiff with extensive information about the putative class and scope of the alleged claims.

2.3. Mediation and Settlement. On May 22, 2026, the Parties attended a mediation with the Hon. Peter H. Kirwan (Ret.), an experienced mediator knowledgeable of both the wage and hour laws and class and representative action claims at issue in the Action. Ultimately, based on a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement was achieved only after extensive arm's length negotiations during the mediation.

2.4. No Admission of Liability. Defendant denies all of the allegations made by Plaintiff in the Action. Although Defendant denies all of the allegations made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

2.5. Class Counsel's Evaluation. Based on Class Counsel's ongoing investigation and evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of Class Members and the State.

2.6. Certification of Settlement Class. This Agreement is contingent upon the approval and certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a Preliminary Approval Order and then Final Approval Order.

3. NOTICE TO CLASS MEMBERS

3.1. Administrator. Plaintiff and Class Counsel shall request that the Court appoint Phoenix Settlement Administrators as the Administrator for purposes of sending notice of the settlement to Class Members.

3.2. Class Data for Administrator. Within ten days of the Preliminary Approval Order, Defendant shall provide to the Administrator each Class Member's last known mailing address, as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this Agreement.

3.3. Mailing of Notice. Within seven days of receipt of the Class Data, the Administrator shall send Class Notice to each Class Member via First Class U.S. Mail, using the last known mailing address for each Class Member, based on class data provided by Defendant. Any Class Notice returned to the Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator shall promptly attempt to determine the correct address using a single skip-trace search and shall then promptly send a single re-mailing. This shall be the sole means of notice to Class Members.

3.4. Proof of Mailing. The Administrator shall provide Class Counsel and Defendant's Counsel with a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

4. CLASS MEMBERS' RESPONSE OPTIONS

4.1. Consideration Period. Class Members shall be provided 45 calendar days after the postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the settlement. Except as provided herein, no Class Member responses that are postmarked more than 45 calendar days after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage or solicit Class Members to opt out of or object to the settlement.

4.2. Objection Right and Effect. Settlement Class Members shall be given the opportunity to object to the terms of the class action settlement. Settlement Class Members may object to the class action settlement by mailing to the Administrator an objection within 45 calendar days after the postmark date of the initial mailing of Class Notice, which describes the objection and states any intention to appear at the final approval hearing. Any Settlement Class Member who does not comply with the objection procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement. Settlement Class Members who object to the settlement pursuant to the terms of the Class Notice shall remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall remain eligible to receive an Individual Class Payment. Class Members do not have the right to object to the terms of the PAGA settlement.

4.3. Opt-Out Right and Effect. Class Members shall be given the opportunity to opt out of the settlement. Class Members may opt out of the settlement by mailing to the Administrator a Request for Exclusion, which expresses their desire to be excluded from the Settlement Class. Any Request for Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and ineffective. Class Members who opt out of the settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments, shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the settlement or appeal. If a Class Member submits both a Request for Exclusion and an objection, the Administrator shall attempt to determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to invalidate the objection. Class Members do not have the right to opt out of the PAGA settlement.

4.4. Objection Response. The Administrator must provide a copy of any objection received to Class Counsel and Defendant's Counsel upon receipt. Either of the Parties may file a response to any written objection no later than five court days before the final approval hearing.

4.5. Defendant's Right to Terminate. If more than ten percent (10.0%) of Class Members opt out of the class action settlement, then Defendant shall have the right to terminate the Agreement by notifying Plaintiff's Counsel in writing within seven days of notification that more than 10% of Class Members have opted out of the class. If Defendant exercises the right to terminate the Agreement, Defendant shall be responsible for any Administration Costs incurred to date.

4.6. Proof of Class Members' Responses. As soon as practicable after the end of the consideration period, the Administrator shall provide a declaration attesting to (by number of relevant individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses, and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any supplemental declarations regarding the administration of the settlement, as necessary or as jointly requested by the Parties or the Court.

5. SETTLEMENT PROCEEDS

5.1. Gross Settlement Amount. Defendant agrees to pay a non-reversionary Gross Settlement Amount of $120,000.00. The Gross Settlement Amount was negotiated based on Defendant's representation that there are approximately 8,295 relevant workweeks. To the extent that the actual number of relevant workweeks exceeds 8,295 by more than 10.0% (i.e., 9,125 or more), then Defendant shall have the option to either (i) end the Class Period and PAGA Period as of the date that 9,124 workweeks have been worked by Class Members or (ii) increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase exceeding 10.0% (e.g., if the actual number of workweeks were 12.0% greater than 8,295, then the Gross Settlement Amount would be increased by 2.0%). Under no other circumstances will Defendant's payment exceed the Gross Settlement Amount, except that Defendant will make additional payments to the Administrator representing its share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, or any similar tax or charge).

5.1.1. Attorneys' Fees and Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount, or $40,000.00, and (b) actual litigation costs.

5.1.2. General Release Payment. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve a General Release Payment of $10,000.00. Any General Release Payment is supplemental to Plaintiff's Individual Settlement Payment.

5.1.3. Administration Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve Administration Costs of up to $6,500.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Administration Costs.

5.1.4. PAGA Penalty Fund and LWDA Payment. The Parties allocate $12,000.00 to the PAGA Penalty Fund, which shall be distributed pursuant to statute with 65% of the PAGA Penalty Fund payable from the Gross Settlement Amount as an LWDA Payment. The remaining 35% of the PAGA Penalty Fund is to be payable from the Gross Settlement Amount as Individual PAGA Payments to PAGA Employees.

5.1.5. Differences in Requested and Approved Payments. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs Award, General Release Payment, or Administration Costs, any requested but unapproved amounts shall be allocated to the Net Settlement

Amount. If the Court does not approve the requested amount for the PAGA Penalty Fund, any difference in the requested and approved amount of the resulting LWDA Payment shall either be allocated to the Net Settlement Amount or from the Gross Settlement Amount.

5.2. Net Settlement Amount. After deducting the approved Attorneys' Fees and Costs Award, General Release Payment, Administration Costs, and PAGA Penalty Fund from the Gross Settlement Amount, the Net Settlement Amount shall be allocated entirely to Settlement Class Members.

5.3. Individual Settlement Payments. Individual Settlement Payments shall be distributed to PAGA Employees and Settlement Class Members, without the need to submit a claim form. The Administrator shall calculate the amounts of payments described below. If a Class Member disputes any employee data, disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and non-appealable.

5.3.1. Individual PAGA Payments. The 35% portion of the PAGA Penalty Fund payable to PAGA Employees as Individual PAGA Payments shall be proportionally allocated among PAGA Employees based on the total number of pay periods for each PAGA Employee during the PAGA Period. Individual PAGA Payments shall be subject to IRS Form 1099 reporting.

5.3.2. Individual Class Payments. The Net Settlement Amount shall be distributed to Settlement Class Members as Individual Class Payments shall be proportionally allocated among Settlement Class Members based on the total number of workweeks for each Settlement Class Member during the Class Period. 10.0% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting.

5.4. No Tax Advice or Liability. The Administrator shall issue an IRS Form 1099 to Plaintiff for any General Release Payment, to Class Counsel for any Attorneys' Fees and Costs Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement.

The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally responsible for paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

5.5. Funding and Distribution. Within 10 days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Administrator. Within 10 days after receiving the deposit, the Administrator shall distribute all amounts to be paid pursuant to the Final Approval Order. Upon completion of administration of the settlement, the Administrator shall provide written certification of such completion to Class Counsel and Defendant's Counsel.

5.6. Undeliverable or Uncashed Checks. All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks be distributed to the State Controller's Office, Unclaimed Property Division.

6. RELEASES

6.1. Releases by Settlement Class Members. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, all Settlement Class Members fully release Defendant and each Released Party from any and all claims arising during the Class Period that were alleged in the operative complaint or that could have been alleged based on the factual allegations in the operative complaint, including known and unknown claims arising under California Labor Code sections 201; 202; 203; 204; 206; 210; 216; 218; 218.5; 221; 223; 226; 226.3; 226.7; 226.8; 246; 351; 432; 510; 512; 558; 558.1; 1174; 1175; 1182.12; 1194; 1194.2; 1197; 1197.1; 1198; 1198.5; 1199; 2753; 2800; 2802; 2698, et seq.; 2699; IWC Wage Order 5; and the California Unfair Competition Law, Business and Professions Code section 17200 et seq..

6.2. Releases by LWDA. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and the LWDA and on behalf of PAGA Employees fully releases Defendant and each Released Party from any and all claims for penalties under PAGA during the PAGA Period that were alleged in the Action.

6.3. Additional Release by Plaintiff. In addition to the above releases applicable to Plaintiff as a Settlement Class Member and PAGA Employee, Plaintiff also generally releases all claims, known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code section 1542 states:

> 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.

Plaintiff acknowledges that Plaintiff has read the entirety of the Agreement, including the above language from the Civil Code, and that Plaintiff fully understands both the Agreement and Civil Code section 1542. By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

7. COURT APPROVAL

7.1. Preliminary Approval. Plaintiff shall submit a motion seeking a Preliminary Approval Order, which would, among other things: (i) preliminarily approve the proposed settlement according to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class Notice to be sent to Class Members as specified herein.

7.2. Final Approval. Not later than 16 court days before the date set by the Court for a final approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders.

7.3. Effect of Failure to Obtain Final Approval. In the event the Court effects a material change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final Approval Order is vacated, then this entire Agreement shall be void and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Parties. The Action shall proceed as if no settlement has been attempted, subject to the Parties' agreement to the contrary, and this Agreement and any documents in furtherance of this Agreement shall be inadmissible in any future proceedings in this Action or any other action.

8. MISCELLANEOUS

8.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The signatories represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

8.1.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail shall be deemed an original signature and shall be binding upon the party who transmits the signature page.

8.1.2. Waivers, Modifications, Etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

8.1.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

8.2. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

8.3. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

8.4. Disputes. If the Parties have a dispute with regard to the language of this Agreement, they agree to engage mediator Hon. Peter H. Kirwan (ret.) to mediate any such dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs.

8.5. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFF

Dated: July 20, 2026

Signed by:
Yvonne Larkin
3C7BDB5B0DD0418...

Yvonne Larkin

COUNSEL FOR PLAINTIFF AND CLASS

Dated: July 9, 2026

Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: July ___, 2026

______________________________, on behalf of
Park & Kiss, Inc.

COUNSEL FOR DEFENDANT

Dated: July ___, 2026

____
An Nguyen Ruda
Josiah R. Jenkins
BARTKO PAVIA LLP

PLAINTIFF

Dated: July ___, 2026

Yvonne Larkin

COUNSEL FOR PLAINTIFF AND CLASS

Dated: July ___, 2026

Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: July 20, 2026

Kelly Kissee (Jul 20, 2026 22:16:08 PDT)

President , on behalf of
Park & Kiss, Inc.

COUNSEL FOR DEFENDANT

Dated: July 21, 2026

An Nguyen Ruda
Josiah R. Jenkins
BARTKO PAVIA LLP

EXHIBIT A

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Yvonne Larkin v. Park & Kiss, Inc.,

Superior Court of the State of California for the County of Santa Cruz Case No. 26CV00361

If you were a non-exempt employee of Park & Kiss, Inc. in the State of California at any time from February 3, 2022, through May 22, 2026, you could receive a payment from a class action settlement (the "Settlement").

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Santa Cruz (the "Court") has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 ("PAGA") lawsuit filed by Plaintiff, Yvonne Larkin, against Defendant, Park & Kiss, Inc. (the "Action").

- The Action pursues claims against Defendant that are based on an alleged failure to pay reporting time pay, failure to pay all tips, failure to pay wages for all hours worked, failure to pay all overtime wages due, failure to provide lawful meal periods and rest periods, untimely payment of wages during employment and upon the separation of employment, failure to provide lawful wage statements, and failure to reimburse business expenses. Based on these allegations, the Action pursues class action claims and non-class action PAGA claims.
- The Court has not decided that Defendant did anything wrong. Defendant denies Plaintiff's allegations and maintains that it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the class settlement, it would provide a cash fund for members of the Class to split based on the total number of workweeks for each Class Member during the relevant period of February 3, 2022, through May 22, 2026 (the "Class Period").[1]
- Based on Defendant's records, you worked XXX relevant workweeks. An *estimate* of the amount that could be allocated to you is $XXX. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the Settlement, you will remain eligible to automatically receive an Individual Settlement Payment and will be bound by the release provisions of the Settlement.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion. If you opt out, you may not object to the Settlement, will not be eligible to receive an Individual Settlement Payment, and will not be bound by the release provisions of the Settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If you object and the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Settlement Payment and will be bound by the release provisions of the Settlement.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF THE CLAIMS.

[1] Class Members who worked during the "PAGA Period," which is September 22, 2024, through May 22, 2026, may also be PAGA Employees, who are entitled to a separate payment as a PAGA Employee. If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment, regardless of whether you opt out of the class settlement.

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the "Notice") because Defendant's records show that you are a "Class Member" because you were a non-exempt employee of Park & Kiss, Inc. in the State of California at some time between February 3, 2022, through May 22, 2026.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members' legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminarily approved (i) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and (ii) B. James Fitzpatrick of Fitzpatrick & Swanston as Class Counsel.

The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement"). You may obtain a copy of the Agreement from XXX, a neutral third-party appointed by the Court to administer the settlement (the "Administrator").

The final approval hearing is currently scheduled for __________, 2026, at 8:30 a.m. in Department 5 of the Santa Cruz Courthouse located at 701 Ocean Street, Santa Cruz, California 95060. You can, but do not have to, attend the final approval hearing. 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.

2. What Is the Action About?

On February 3, 2026, Plaintiff filed the original, operative complaint initiating the Action and alleging class action and representative PAGA claims for Defendant's alleged failure to pay reporting time pay, failure to pay all tips, failure to pay wages for all hours worked, failure to pay all overtime wages due, failure to provide lawful meal periods and rest periods, untimely payment of wages during employment and upon the separation of employment, failure to provide lawful wage statements, and failure to reimburse business expenses.

Defendant denies (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, and (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of $120,000.00, which is inclusive of any Administration Costs, Attorneys' Fees and Costs Award, General Release Payment, PAGA Penalty Fund, and Individual Class Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys' Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a General Release Payment to Plaintiff both for her efforts in prosecuting the Action for Class Members and for Plaintiff's additional general releases of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of $12,000.00. Pursuant to Labor Code requirements, 65% of the PAGA Penalty Fund, or $7,800.00, will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund, or $4,200.00, will be allocated and entirely payable to PAGA Employees as described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form.

Allocations for amounts payable to Settlement Class Members will be proportionately allocated based on the total number of workweeks for each Settlement Class Member during the Class Period. Allocations for amounts payable to PAGA Employees will be proportionately allocated based on the total number of pay periods for each PAGA Employee during the PAGA Period.

10.0% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting. The remainder of Individual Class Payments and all PAGA Payments shall be allocated to penalties and subject to IRS Form 1099 reporting. Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired check escheat to the State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or $40,000.00) and (b) actual litigation costs incurred.

General Release Payment: A General Release Payment to Plaintiff is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payment. Class Counsel intends to request that the Court approve a General Release Payment of $10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general releases of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to $6,500.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members (including Kelly Ann Kissee and Tracy Parks-Barber), officers, directors, exempt employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them (a "Released Party") from any and all claims arising during the Class Period that were alleged in the operative complaint or that could have been alleged based on the factual allegations in the operative complaint, including known and unknown claims arising under California Labor Code sections 201; 202; 203; 204; 206; 210; 216; 218; 218.5; 221; 223; 226; 226.3; 226.7; 226.8; 246; 351; 432; 510; 512; 558; 558.1; 1174; 1175; 1182.12; 1194; 1194.2; 1197; 1197.1; 1198; 1198.5; 1199; 2753; 2800; 2802; 2698, et seq.; 2699; IWC Wage Order 5; and the California Unfair Competition Law, Business and Professions Code section 17200 et seq.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How Do I Object to the Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Settlement Payment if the Court grants final approval of the settlement.

If you want to object to the settlement, you may appear at the final approval hearing to object to the settlement. Alternatively, you must take the steps below:

(1) You must mail a written statement to the Administrator listed below.

(2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.

(3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.

(4) The written statement must be postmarked by [45 calendar days after the initial mailing of Notice].

If you object, you will remain bound by the settlement if finally approved. If you do not want to be bound by the settlement if finally approved, you must opt out of the settlement.

6. How Do I Opt Out of the Settlement?

If you do not want to participate in the Settlement, you may opt out of the Settlement. If you opt out of the settlement, you may not object to the Settlement, will not receive any Individual Settlement Payment, and will not be bound by the release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the Settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by [45 calendar days after the initial mailing of Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. 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 8 of this notice has the Administrator's contact information.

3. Lost Checks. 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.

8. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator:	Class Counsel:	
xxx xxx xxx, California xxx Telephone: (xxx) xxx- xxxx	DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	FITZPATRICK & SWANSTON B. James Fitzpatrick (bjfitzpatrick@fandslegal.com) 555 S. Main Street Salinas, California 93901 Telephone: (831) 755-1311

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT

EXHIBIT 2