Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly (Bar No. 217285)
thomas@kallaw.com
Justen Lipeles (Bar No. 363409)
justen@kallaw.com
LIPELES LAW GROUP, APC
1060 Aviation Blvd, Suite 100
Hermosa Beach, California 90254
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for Plaintiff,
Olivia Beneduce
On behalf of herself, and all current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

OLIVIA BENEDUCE, an individual, on her own behalf and on behalf of all current and former aggrieved employees,

Plaintiffs,

vs.

CALIFORNIA PIZZA KITCHEN, INC. a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO: 2025CUOE051124

Assigned to the Honorable Charmaine H. Buchner, Dept. 44

DECLARATION OF KEVIN LIPELES IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT

Complaint Filed: September 18, 2025
FAC: December 9, 2025
SAC: February 25, 2026

I, KEVIN LIPELES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am the founding attorney of Lipeles Law Group, APC ("LLG"), counsel for Plaintiff Olivia Beneduce ("Plaintiff") in this Action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

Experience of Plaintiff's Counsel

2. I received my J.D. from Loyola Law School in Los Angeles, where I served as class representative for 2 years. In addition, I was on the Dean's List, graduating in the top 30% of my class. While in law school, I served as an extern to the Loyola Law School Center for Conflict Resolution and to Los Angeles County Superior Court Judge Joseph DiLoreto in Long Beach.

3. I was admitted to the California Bar on November 21, 2006.

4. I am also admitted to practice law in the Central District of California and the Ninth Circuit Court of Appeals.

5. I opened my own law firm straight out of law school starting with just a computer. LLG has now grown into a full-service litigation law firm representing both plaintiffs and defendants with over 150 active cases, including cases in California Superior Court, Central District Court and the California Court of Appeals. The overwhelming majority of our cases involve employment wage and hour actions, such as this one. In addition, my firm is or has been counsel or co-counsel in many employment-related class action lawsuits.

6. I have participated in and have been certified as Court-approved class counsel in numerous class and representative action matters since my admission to the Bar.

7. On February 13, 2019, the Honorable Catherine A. Evans approved me as adequate and competent class counsel in connection with her granting final approval of the class action settlement in *Canseco v. Pampanga Food Company, Inc.,* Orange County Superior Court Case No. 30-2016-00852698-CU-OE-CJC. The case was a class action on behalf of hourly-paid employees for failure to afford rest breaks.

8. On July 30, 2019, the Honorable Kenneth R. Freeman approved me as adequate and competent class counsel in connection with his granting final approval of the class action settlement in *Bernstein v. Alice and Olivia California Holdings LLC et al*., Los Angeles Superior Court Case

No. BC661262. The case was a class action on behalf of store managers and personal shoppers for overtime, meal and rest break claims.

9. On September 10, 2020, the Honorable David Cohn approved me as adequate and competent class counsel in connection with his granting final approval of the class action settlement in *Lagunas v. Impact Logistics, Inc. et al*., San Bernardino Superior Court Case No. 2008663. The case was a class action on behalf of hourly-paid off loaders for failure to pay overtime and afford meal and rest breaks.

10. On October 18, 2022, the Honorable David S. Cunningham approved me as adequate and competent class counsel in connection with his granting final approval of the class action settlement in *Renteria v. San Pedro Fish and Oyster Corporation dba Crusty Crab Fish Market and Restaurant,* Los Angeles Superior Court Case No. 19STCV08774. The case was a class action on behalf of hourly-paid employees for failure to afford meal and rest breaks.

11. On August 16, 2023, the Honorable Yvette M. Palazuelos approved me as adequate and competent class counsel in connection with her granting final approval of the class action settlement in *Marroquin v. Food Castel, Inc*., Los Angeles Superior Court Case No. 21STCV22582. The case was a class action on behalf of hourly-paid employees for failure to pay overtime, minimum wage and rest breaks.

12. On August 16, 2024, the Honorable Rhonda McKaig approved me as adequate and competent class counsel in connection with her granting final approval of the class action settlement in *Saavedra v. Success Valley Farms, LLC*, Ventura Superior Court Case No. 56-2021-00556708-CU-OE-VTA. The case was a class action on behalf of hourly-paid employees for failure to pay overtime, minimum wage and meal/rest breaks.

13. On December 2, 2025, the Honorable Edward Chen approved me as adequate and competent class counsel in connection with his granting preliminary approval of the class action settlement in *Phillips v. C & K Market, Inc*., Northern District of California Case No. 25-cv-01868-EMC. The case is a class action on behalf of hourly-paid employees for failure to pay overtime, minimum wages, afford meal and rest breaks, reimburse business expenses, reporting time pay, unlawful deduction of wages and sick pay.

14. On January 8, 2026, the Honorable Syda Kosofsky Cogliati approved me as adequate

and competent class counsel in connection with her granting preliminary approval of the class action settlement in *Rose v. Scarborough Lumber and Building Supply, Inc. dba Ace Hardware, et al*., Santa Clara Superior Court, Case No. 24CV02298. The case is a class action on behalf of hourly-paid employees for failure to pay wages, afford meal and rest breaks, reimburse business expenses and provide a uniform maintenance allowance.

15. On February 6, 2026, the Honorable Lauri Damrell approved me as adequate and competent class counsel in connection with her granting preliminary approval of the class action settlement in *Michael v. Point Quest, Inc*., Sacramento Superior Court, Case No. 24CV016886. The case is a class action on behalf of hourly-paid employees for failure to pay minimum wages, afford meal and rest breaks and reimburse business expenses.

16. On March 11, 2026, the Honorable Patrick McKinney approved me as adequate and competent class counsel in connection with his granting final approval of the class action settlement in *Dickson v. Berkeley Therapy Institute*, *Inc*. Alameda Superior Court Case No. 23CV036358. The case was a class action on behalf of hourly-paid employees for failure to pay overtime, minimum wages, afford meal and rest breaks, reimburse business expenses, reporting time pay, unlawful deduction of wages, vacation pay and sick pay.

17. On April 16, 2026, the Honorable Theresa M. Traber approved me as adequate and competent class counsel in connection with her granting preliminary approval of the class action settlement in *Bethune v. Valley Light Center for Social Advancement,* Los Angeles Superior Court Case No. 24STCV29269. The case was a class action on behalf of hourly-paid employees for failure to pay overtime, minimum wages, afford meal and rest breaks and reimburse business expenses.

18. On May 5, 2026, the Honorable Elaine Lu approved me as adequate and competent class counsel in connection with her granting preliminary approval of the class action settlement in *Wilson v. PATH,* Los Angeles Superior Court Case No. 24STCV17152. The case was a class action on behalf of hourly-paid employees for failure to pay overtime, minimum wages, afford meal and rest breaks.

Procedural History

19. On September 18, 2025, my office, on behalf of Plaintiff, transmitted letters to the California Labor & Workforce Development Agency ("LWDA") and Defendant California Pizza Kitchen, Inc. ("Defendant") (collectively, Plaintiff and Defendant are referred to as "Parties"), setting forth the facts and theories of the violations alleged against Defendant. A true and correct copy of the September 18, 2025 LWDA letter is attached hereto as **Exhibit A**.

20. Plaintiff filed her Class Action Complaint on September 18, 2025, alleging the following claims: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide rest periods; (4) failure to provide timely off duty meal periods; (5) failure to maintain records and provide accurate itemized wage statements; (6) failure to pay all wages owed at termination; (7) failure to reimburse business expenses; (8) reporting time pay; (9) failure to provide employment records; and (10) unfair competition.

21. Plaintiff filed her First Amended Complaint on December 9, 2025, adding a claim pursuant to PAGA seeking penalties pursuant to Labor Code § 2699(f) for violations of the California Labor Code, on behalf of herself, and all other non-exempt individuals who are or were employed by Defendant as non-exempt employees in the State of California since September 18, 2024 ("PAGA Members").

22. On February 25, 2026, Plaintiff filed her Second Amended Complaint ("SAC"), removing the class claims and seeking penalties pursuant to Labor Code § 2699(f) for violations of California Labor Code sections: 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 212, 213, 216, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 516, 551, 552, 558, 1102.5, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1197.5, 1197.11, 1198, 1198.5, 1199, 2698 *et seq*., 2699, 2802, 2804, 2810.5, 6401, 6402, 6403, 6409.6, 6432; Cal. Gov't Code § 12952; Cal. Code Regs. Tit. 8, §§ 1527, 3366, 3457, 8397.4; 29 U.S.C. §§ 207, 216; IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14 ("the Action"). The SAC is the Operative Complaint.

23. On or about March 10, 2026, the Court dismissed the class claims without prejudice.

24. On April 3, 2026, Plaintiff filed an amended PAGA Notice, by online submission to the LWDA, setting forth additional facts and theories of the violations alleged against Defendant, including violations of California Labor Code sections: 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 212, 213, 216, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 516, 551, 552, 558, 1102.5, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1197.5, 1197.11, 1198, 1198.5, 1199, 1391, 2698 et seq., 2699, 2802, 2804, 2810.5, 6401, 6402, 6403, 6409.6, 6432; Cal. Gov't Code § 12952; Cal. Code Regs. Tit. 8, §§ 1527, 3366, 3457, 8397.4; 29 U.S.C. §§ 207, 216; Cal. Civ. Code § 3294, Cal. Civ. P. Code 1021.5, IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14, 20. A true and correct copy of the April 3, 2026 LWDA letter is attached hereto as **Exhibit B**. The 65-day exhaustion period for the amended PAGA Notice expired on June 8, 2026.

Plaintiff's Claims

25. The Settlement addresses claims for which Plaintiff seeks civil penalties under PAGA for Labor Code violations that the Operative Complaint alleges Defendant committed against the PAGA Members during the PAGA Period including, as follows:

a. <u>Failure to Pay Overtime Wages</u>: Plaintiff alleges that she and PAGA Members were not paid for performing required off-the-clock work. Plaintiff and PAGA Members routinely worked schedules such that they were due overtime pay due to off the clock work, working through their meal breaks without compensation and rounding of Plaintiff and the PAGA Members' clock-in and clock-out times.

b. <u>Failure to Pay Minimum Wages</u>: Plaintiff alleges that she and the PAGA Members were paid less than minimum wages due to Defendant's failure to afford compliant meal/rest breaks, requiring Plaintiff and the PAGA Members to work off the clock, rounding Plaintiff and PAGA Members' clock-in and clock-out times, inaccurately recording time worked by Plaintiff and other aggrieved employees, and failing to pay reporting time pay and split shift premiums.

c. <u>Failure to Provide Proper Rest Breaks</u>: Plaintiff alleges that she and the PAGA Members were never afforded any rest breaks because their schedules were too tight and due to staffing issues.

Plaintiff alleges that she and the PAGA Members were not provided with one additional hour of compensation at the employee's regular rate of pay when they were not provided a compliant rest period.

d. <u>Failure to Provide Proper Meal Breaks</u>: Plaintiff alleges that she and the PAGA Members' meal breaks were shortened and/or not afforded. Plaintiff alleges that their meal breaks were not compliant due to labor shortage issues. Plaintiff alleges that she and the PAGA Members were not provided with one additional hour of compensation at the employee's regular rate of pay when they were not provided a compliant meal period.

e. <u>Inaccurate Wage Statements</u>: Plaintiff alleges that the wage statements of PAGA Members were not accurate because they failed to include, overtime, minimum wages, meal and rest period premiums, reporting time pay, and split shift premiums.

f. <u>Failure To Pay Wages Due Upon Termination And/Or Resignation And/Or Quitting Employees</u>: Plaintiff alleges that she and PAGA Members were not timely paid all wages due them when they left their employ, due to Defendant's failure to pay employees at required overtime wage rates due to off the clock work, minimum wages, and for meal/rest breaks, reporting time pay, and split shift premiums not properly afforded.

g. <u>Failure to Reimburse:</u> Plaintiff alleges that she and PAGA Members were not reimbursed for using their personal cell phones and vehicles, to perform work. Further, Defendant required Plaintiff and the PAGA Members to incur expenses for uniforms, uniform laundering and maintenance. Defendant failed and/or refused to reimburse them for use of their personal cellphones, vehicles, uniforms and uniform laundering/maintenance expenses, among other items.

h. <u>Failure to Maintain Or Allow Inspection of Personnel Records</u>: Plaintiff alleges that Defendant failed to maintain or allow Plaintiff and other PAGA Members to timely inspect their personnel records and payroll files.

i. <u>Failure to Timely Pay Wages During Employment</u>: Plaintiff alleges that Defendant failed to timely pay Plaintiff and other PAGA Members all wages for labor performed by the next regular payroll period.

j. <u>Failure to Pay Reporting Time Pay</u>: Plaintiff alleges that Defendant failed to pay reporting time pay to Plaintiff and PAGA Members when they reported for work, but were sent home within the first 2 hours of work.

k. Failure to Pay Interest on Deposits: Plaintiff alleges that Defendant failed to immediately return accrued interest on deposits made by Plaintiff and other PAGA Members upon their returning their uniforms to Defendant.

l. Failure to Provide Sick Pay: Plaintiff alleges that Defendant failed to provide Plaintiff and the PAGA Members with paychecks showing any accrual of sick time, pay sick pay at the regular rate of pay or provide California Supplemental Paid Sick Leave.

m. Failure to Provide Vested Vacation Pay: Plaintiff alleges that Defendant failed to pay Plaintiff and PAGA Members at their final rate of pay for unused vested paid vacation days.

n. Failure to Provide Suitable Seating: Plaintiff alleges that Defendant failed to provide Plaintiff and PAGA Members with suitable seats in reasonable proximity to their work areas.

Investigation Into the Claims; Settlement

26. During the course of the litigation, my office and Defendant's Counsel engaged in informal discovery and fully shared the information necessary for all sides to conduct an investigation into the allegations of the Action and potential defenses thereto. The Parties have reached this settlement only after informal discovery and investigation was performed.

27. My office obtained and reviewed multiple documents and data, including (i) Defendant's Employee Handbook, (ii) shift and meal break data, (iii) data relating to the number of alleged violations and the value of the recoverable penalties, including payroll data, (iv) Plaintiff's wage statements, and (v) Plaintiff's personnel file.

28. Based on the information received, as well as through discussions with Defendant's Counsel, my office was able to (i) determine the total number of distinct individuals falling within the definition of PAGA Members for the relevant statutory period, (ii) construct a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the PAGA Period, (iii) ascertain the number of affected pay periods at issue among PAGA Members, and (iv) ascertain the strength of Plaintiff's claims. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

29. Beginning in mid-October 2025, the Parties engaged in direct settlement discussions over the course of many weeks and reached a settlement of the Action which has been memorialized in a Private Attorneys General Act Settlement Agreement and Release signed by all Parties by January 27, 2026 ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit C.** The Settlement Agreement resolves all claims asserted in the Action and contemplates that the Action will be dismissed with prejudice in exchange for the consideration set out in the Settlement Agreement.

30. Each of the Parties, represented by their respective counsel, recognized the risk of an adverse result in the Action. Pursuant to the settlement, the Parties agreed to settle the Action and resolve all claims alleged against Defendant in Plaintiff's Operative Complaint to the fullest extent permitted by law and without any admission of liability or wrongdoing by Defendant. Counsel believes the proposed settlement is fair, reasonable, and adequate in light of the complexities of the case, the uncertainties of further litigation, and that it represents a fair and reasonable recovery for the State of California and the PAGA Members. The Parties have not engaged in any collusion or improper negotiations. The Parties do not have any agreements regarding the proposed Settlement that are not reflected in the Settlement.

The Settlement Meets All the Criteria for Approval

31. Plaintiff and her counsel have diligently investigated the claims in this matter. Plaintiff and Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of possible summary judgment efforts, and the substantial benefits to be received pursuant to the compromise and settlement of the action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the PAGA Members and are fair and reasonable. Plaintiff's counsel brought to bear a great deal of experience with wage and hour actions in negotiating the settlement of this case.

32. Defendant denied and continues to deny any liability or any wrongdoing to Plaintiff or any other PAGA Member for any violations alleged in the Action. Defendant contends that it acted within the requirements of California law at all times as to all PAGA Members. It further contends

that no pay period at issue involves an alleged Labor Code violation subject to civil penalties. Moreover, it maintains that even if the Court did award penalties, the Court could and would substantially reduce the penalties awarded based on the discretionary factors contained in Labor Code § 2699(e)(2).

33. My office and Defendant's Counsel considered the fact that the existence of numerous disputes of fact in this case make the outcome uncertain. In the estimation of my office and Defendant's Counsel, the delay, inconvenience, distraction, and uncertainty imposed by the litigation demands would far outweigh the potential benefits of additional litigation.

34. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, Plaintiff and her counsel have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits the PAGA Members and the State of California, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A settled resolution now is the most realistic method for addressing the claims raised in this matter.

35. The Parties have engaged in the necessary investigation in this case that made it possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. Defendant produced its policies and payroll and time punch data. The information produced was sufficient to permit Plaintiff's counsel to adequately evaluate the settlement. Plaintiff had more than enough information upon which to evaluate a fair and reasonable settlement amount.

36. Here, the expense, complexity and likely duration of future litigation was to some extent an unknown. However, what is certain is that to adequately establish the foundational violations that would support a substantial penalty award, tremendous time and expense would be invested.

37. The Settlement provides a significant monetary benefit that falls well within "the range of an acceptable settlement" under the circumstances, which is the standard on which the instant Settlement must be judged. As held by the Ninth Circuit, a settlement may be fair and reasonable even where it only provides a fraction of what could have been obtained at trial.

38. The Settlement is the product of arm's-length negotiations between the Parties occurring

throughout the litigation. In light of the uncertainties of protracted litigation and the state of the law regarding the legal positions of the Parties, the settlement amount reflects the best feasible recovery. The settlement amount is, of course, a compromise figure. By necessity it took into account risks related to liability, damages, and all the defenses asserted by the Defendant. Given the strong case that Defendant could bring to bear, this is not an inconsequential settlement.

Estimated Realistic Potential Recovery

39. At the time of direct negotiations, Defendant provided certain data points that included a sampling of payroll and time records for the PAGA members during the relevant PAGA period. This enabled Plaintiff's damages expert to review the data and to prepare a comprehensive damage analysis for the purposes of negotiations. The following chart provides the estimated realistic potential recovery that Plaintiff believes she could reasonably achieve for all PAGA Members *if they were to prevail on all their causes of action*:

Plaintiff's Estimated Realistic Potential Recovery		
Assumptions During PAGA Period: Number of PAGA Members at the time of direct negotiations: 4,125 Number of Terminated Employees: 1,237 Meal Break Calculations are based on shifts greater than 5 hours. Off the clock hours are worked each pay period.		
Claim[1] (Labor Codes)	**Realistic Potential Recovery**	**Calculations for Estimated Potential Recovery**
Off-the-Clock Work Minimum Wage (1197.1) and Overtime (510)	$2,450,525.00	70,015[2] pay periods x $100 pay period. This leads to a potential recovery of $7,001,500.00. However, for the reasons stated in paragraphs 39-40, 43, *infra*, the value of this claim is discounted by 65% leading to a potential realistic exposure of $2,450,525.00.
Meal Period Premiums (512, 226.7)	$2,100,450.00	42,009 pay periods x $100/pay period. This leads to a potential recovery of $4,200,900. However, for the reasons stated in paragraphs 39-40, 43, *infra*, the value of this claim is discounted by 50% leading to a potential realistic exposure of $2,100,450.00.

[1] The claims listed in the chart are those in operative complaint at the time of the direct negotiations, which was the First Amended Complaint..

[2] Calculations at the time of negotiations were based on 70,015 Pay Periods. At the time of negotiating the Settlement Agreement, Defendant informed Plaintiff's Counsel that the actual number of Pay Periods is 78,902.

Rest Period Premiums (512, 226.7)	$1,050.250.00	21,005 pay periods x $100/pay period. This leads to a potential recovery of $2,100,500.00. However, for the reasons stated in paragraphs 39-40, 43, *infra*, the value of this claim is discounted by 50% leading to a potential realistic exposure of $1,050,250.00.
Reimbursement (2802)	$2,450,525.00	70,015 pay periods presumed to be in violation x $100/per period. This leads to a potential recovery of $7,001,500.00. However, for the reasons stated in paragraphs 39-40, 43, *infra*, the value of this claim is discounted by 65% leading to a potential realistic exposure of $2,450,525.00.
Waiting Time Penalties (201, 202, 203)	$61,850.00	1,237 separated employees assuming waiting time penalties on 30% of pay periods x $100 per 1st (and only) violation. This leads to a potential recovery of $123,700.00. However, for the reasons stated in paragraphs 39-40, 43, *infra*, the value of this claim is discounted by 50% leading to a potential realistic exposure of $61,850.00.
Wage Statement Penalties (226)	$1,750,375.00	70,015 pay periods x $50 for initial citation. This leads to an estimated potential recovery of $3,500,750.00. However, for the reasons stated in paragraphs 39-40, 43, *infra*, the value of this claim is discounted by 50% leading to a potential realistic exposure of $1,750,375.00.
TOTAL	**$9,863,975.00**	

Risks of Continued Litigation and Discounts in Settlement

40. Plaintiff recognizes the challenges she faces in establishing liability on the underlying wage and hour claims. Plaintiff estimates that her likelihood of proving all her underlying claims is low and thus her likelihood of recovering the potential maximum theoretical exposure in the Action, without stacking penalties (since under Labor Code § 2699(h)(3)(i), as amended PAGA penalties cannot be stacked); $7,001,500 (computed by multiplying 70,015 pay periods by $100 each) or anything close to that amount in civil penalties, is very unlikely. This is compounded with the fact that to continue litigation will drive up the costs for both sides. Further, the realistic potential maximum recovery is $2,450,525.00, based on the overtime/minimum wage claims since stacking is not permitted under Labor Code § 2699(h)(3)(i), as amended. In that respect, the Gross Fund Value ("GFV") represents a fair recovery of 12.04% of the realistic potential civil penalties which would also be subject to a

reduction in the Court's discretion after any trial.

41. Furthermore, Plaintiff must prevail at a trial on the merits. In addition to having to prove that Plaintiff and the PAGA Members were not paid for all hours worked, Plaintiff must establish willfulness with respect to her waiting time penalties claim under Labor Code Section 203 as well as a knowing and intentional violation under Labor Code Section 226 for wage statement penalties. With respect to the claims asserted on behalf of the PAGA Members in this case, there are significant risks that support the reduced compromise amount. These risks include, but are not limited to the following:

(i) The risk that Plaintiff would be unable to establish liability for allegedly unpaid straight time and overtime wages. *See Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal.4th 1, 39 & fn. 33 (2014) ("*Duran*"), citing *Dilts v. Penske Logistics, LLC* 2014 WL 205039 (S.D. Cal. 2014) (dismissing certified off-the-clock claims based on proof at trial). Defendant contends, *e.g.*, that straight time was paid and that overtime was properly paid or not due or owing to the PAGA Members as alleged by Plaintiff. Thus, not getting certified was a risk which Plaintiff considered during the negotiations.

(ii) The risk that Plaintiff would not be able to prove liability for alleged failure to provide compliant meal periods and rest breaks; or that to establish liability for the failure to provide compliant meal periods and rest breaks would require an individualized inquiry that would present trial manageability issues and perhaps lead to inconsistent testimony. Defendant contends that it maintains a lawful meal and rest break policy and that its non-exempt employees are provided with legally-compliant meal/rest periods. Defendant argued that they pay meal and rest period premiums when required. Further, Defendant maintained that individual issues predominate.

(iii) Plaintiff must establish willfulness with respect to her waiting time penalties claim under Labor Code Section 203 as well as a knowing and intentional violation under Labor Code Section 226 for wage statement penalties. It should be noted that there is currently a split of authority as to whether such penalties can be obtained. *See e.g., Singletary v. Teavana Corporation,* 2014 WL 1760884, *4 (N.D. Cal. 2014) (noting that "the law in this area is murky at best" and holding that section 203 penalties are not applicable to meal and rest break claims). Plaintiff might not prevail in showing that Defendant acted with the requisite intent necessary for the alleged claims for penalties under Labor Code sections 203 and 226. Specifically, section 203 requires that a plaintiff show the employer committed a "willful" violation of the law in withholding wages. "A good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203." 8 Cal. Code Regs. § 13520. Similarly, penalties pursuant to section 226 require a "knowing and intentional" violation. Defendant contends that they would present several good faith defenses that would preclude a finding of willfulness under section 203.

(iv) The risk that when the representative claims are tried, the trial court would exercise its discretion under *Estrada v. Royalty Carpet Mills, Inc.*, 15 Cal.5th 582 (2024) to either limit the scope of the PAGA case and/or limit the evidence that could be presented in order to address any manageability concerns.

(v) The risk that any civil penalties award under PAGA could be reduced by the Court in its discretion, which would materially impact the recovery by the PAGA Members. *See* Labor Code section 2699(e)(1).

(vi) The risk that lengthy appellate litigation could ensue, with associated litigation risk and costs, further enhances the value of a confirmed settlement as opposed to unpredictable litigation.

(vii) Although the PAGA penalties recoverable amounts to an extravagant $7,001,500 (on the overtime/minimum wage claims since penalties cannot be stacked under Labor Code § 2699(h)(3)(i), as amended), that amount is not likely to bear fruit in this case. Most significantly, the ultimate decision as to the amount of penalties is always up to the discretion of the Court. Labor Code § 2699(e)(2) states: "In any action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Subdivision (a) states, "[n]otwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." Subdivision (f) specifies the penalties in instances where the underlying statute does not specify any civil penalty. In other words, where the facts and circumstances of the particular case demonstrate that an unreduced award would be "unjust, arbitrary and oppressive, or confiscatory," the court may reduce the award so as to ameliorate any such finding.

(viii) The risk that the Court would find that Defendant's reimbursement policies were compliant, or that Plaintiff could not provide that Defendant knew or had reason to know that actual expenses were incurred. *Snap! Mobile, Inc. v. Croghan*, No. 18-CV-04686-LHK, 2019 WL 884177, at *11 (N.D. Cal. Feb. 22, 2019) ("[F]or purposes of § 2802, before an employer's duty to reimburse is triggered, it must either know or have reason to know that the employee has incurred an expense") (*quoting Stuart v. RadioShack Corp*., 641 F. Supp. 2d 901, 903-04 (N.D. Cal. 2009)).

(ix) The risk that Defendant could compel Plaintiff's individual PAGA claim to arbitration, and that Plaintiff could lose standing to pursue a representative PAGA claim.

(x) The risk that Defendant's policies concerning reporting time were at all times compliant with the Labor Code and Wage Order, and that any deviations from those policies were anomalous incidents for which Defendant should not be held accountable on a representative basis as each would require individualized inquiry into (1) the length of the shift scheduled; (2) the hours actually worked; and (3) the reason the employee worked less than the scheduled shift. *Estrada v. Royalty Carpet Mills, Inc*., 15 Cal.5th 582, 619 (2024.)

(xi) Moreover, Plaintiff faced the risk of a potentially prolonged and expensive trial.

Each of these factors bore heavily on the negotiations leading to the Settlement. In view of these risks, the Settlement reflects a fair, adequate, and reasonable compromise amount for these claims and warrants approval. Indeed, while the risks listed herein are far from exhaustive, they show that the Settlement is fair, adequate, and reasonable in view of them.

42. In these respects, Defendant strongly denies any liability. Continued litigation of this lawsuit presented Plaintiff and Defendant with substantial legal risks that were (and continue to be) very difficult to assess.

43. In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair and reasonable recovery for the State of California and the PAGA Members. The Settlement amount is, of course, a compromise figure. By necessity, it took into account risks related to liability, trial manageability, discretionary penalties, and all the defenses asserted by Defendant as to all such matters.

44. Based on the above risks, a realistic estimate of probable recovery on the claims is as follows: For the overtime/minimum wage claims relating to off-the-clock work, there is a significant risk that trial of claims related to off-the-clock work would not be manageable, or that in a battle of the experts, expert evidence would be excluded, or the trial court would credit Defendant's experts. As such, Plaintiff discounts the potential value of this claim by 65% resulting in a realistic value of $2,450,525.00. As to the meal break claim given the *Donohue* presumption, Plaintiff believes this claim is more likely to be deemed manageable, although the risks related to admissibility of expert testimony and which expert the trial court would credit still remain. As such Plaintiff discounts the potential value of this claim by 50% resulting in a realistic value of $2,100,450.00. As to the rest period claim, there is a significant risk that this claim could be deemed too individualized to be manageable, as well as the risks regarding expert testimony. As such Plaintiff discounts this claim by 50% resulting in a realistic value of $1,050,250.00. As to the Labor Code section 2802 claim, this also is a claim that would raise manageability issues such as how to prove whether employees were required to use their cell phones, vehicles, purchase and launder uniforms for work or chose to do so. The risks regarding expert testimony are also present here. As such Plaintiff discounts this claim by 65% resulting in a realistic value of $2,450,525.00. For the section 203 and section 226 claims, Plaintiff conservatively discounts these claims by 50%. These claims require that one or more of the predicate violations be established, and therefore the risks applicable to the predicate violations apply here. That results in a realistic value for the section 203 claim of $61,850.00 and for the section 226 claim of $1,750,375.00.

Fairness of Distribution

45. The proposed method of distribution is fair and reasonable because each PAGA Member's actual potential penalties vary proportionally based on his or her pay periods worked during the PAGA Period. (Settlement ¶ 3.2.3). A PAGA Employee who worked a greater number of pay periods will have a larger potential claim than one who worked fewer pay periods during the PAGA Period.

Exhibits

46. A true and correct copy of the September 18, 2025, letter to the LWDA is attached hereto as **Exhibit A.**

47. A true and correct copy of the April 3, 2026, letter to the LWDA is attached hereto as **Exhibit B.**

48. A true and correct copy of the Settlement is attached hereto as **Exhibit C.**

49. A true and correct copy of the Notice of Settlement to be sent to all PAGA Members is attached hereto as **Exhibit D**.

50. On June 23, 2026, my office uploaded the proposed Settlement Agreement and these accompanying approval documents to the LWDA through the State of California, Department of Industrial Relations Website at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html. A true and correct copy of the submission confirmation email is attached hereto as **Exhibit E.**

51. A true and correct copy of the itemized costs in this Action is attached hereto as **Exhibit F.**

Attorneys' Fees

52. The amount of Plaintiff's Counsel's fee request $103,250.00 (35% of the Gross Value Fund) is reasonable as a percentage of the settlement fund. California state courts routinely award attorneys' fees equaling 35% of the common fund. *Albrecht v. Rite Aid Corp.*, No. 729219 (San Diego Super. Ct.) (35% award); *Morales v. Southland Sod Farms Operations, Inc.,* No. 56-2017-00496912, 2018 WL 6928228, *2 (Cal. Super. Oct. 10, 2018) (granting final approval in a wage and hour action and awarding 35% in attorneys' fees); *Erickson v. Q.S.P., Inc.,* No. BC469830, 2013 WL 4369736, *5, (Cal. Super. July 9, 2013) (granting final approval in a wage and hour action and finding that 35% in attorneys' fees was reasonable); *Cabrera v. Advantage Sale & Marketing, LLC,* No. BC485259, 2013 WL 1182822, (Cal. Sup. Mar. 12, 2013) (granting final approval for failure to afford meal/rest breaks and awarding 35% in attorneys' fees)*; see also, e.g.,* Rubinstein, Conte & Newberg*, Newberg on Class Actions,* §14.6 (4th Ed. 2002) ("Where, as here, the common fund is relatively small, class action commentators have noted that courts typically award 30-50% of the common fund as attorneys' fees.").

53. As Plaintiff's Counsel on this case, I directed the work of the time keepers on this case, and have examined their time records on this case, and I am familiar with their work on this case and

their current billing rates. The hourly rates of the primary timekeepers have been previously approved by other federal and state courts as being reasonable and appropriate. Altogether, I have spent approximately 36 hours in connection with this case. This includes sending and receiving email messages with Defendant's counsel, comprehensive review of Defendant's documents, meeting and conferring regarding the documents for Defendant to produce and how to construe them, direct negotiations, and communications with the settlement administrator regarding the administration process. I also supervised the drafting and editing of Plaintiff's Motion for PAGA Approval. My 2026 billing rate is $850.00. The regular rate that I have charged for my services in this litigation is reasonable and justified given my more than 20 years of experience and exclusive practice in the area of employment law. The rates set forth herein for me and my staff have been approved by other state and federal courts in California.

54. Thomas Schelly, Esq. has been a litigator for over 20 years. The overwhelming majority of his cases involve employment/wage and hour lawsuits. In addition, he has been approved as Class Counsel in many employment-related class action lawsuits. Mr. Schelly's billing rate is $850.00 per hour. Mr. Schelly has spent 9.8 hours in connection with this Action. Among other things, Mr. Schelly prepared the pre litigation demand to Defendants, researched and prepared the Complaint and FAC, among other tasks.

55. Jala Amsellem, Esq., has been a litigator for over 35 years. Ms. Amsellem has been litigating wage and hour class actions for over 15 years. In her prior position, Ms. Amsellem was Of Counsel at Glancy, Prongay & Murray, LLP ("GPM") (formerly Glancy, Binkow & Goldberg, LLP). GPM is a renowned securities class action firm. At GPM Ms. Amsellem litigated complex national consumer class actions. Prior thereto, Ms. Amsellem practiced civil litigation as well as taught and directed legal writing at various law schools throughout the nation. Ms. Amsellem's billing rate is $850.00 per hour. Ms. Amsellem spent 25.6 hours in connection with this Action. Ms. Amsellem drafted the Class Action Complaint and drafted all documents supporting Plaintiff's Motion for PAGA Approval, among other tasks.

56. Todd Vollucci, Esq., is both a paralegal and attorney, He has been a practicing attorney for over 25 years. He is a licensed tax practitioner. His billing rate is $600.00 per hour. Mr. Vollucci

spent 7.4 hours in his attorney capacity inputting facts and indexing information regarding Plaintiff into database and constructing the initial damages calculations.

57. Justen Lipeles, Esq. has been attorney for nearly one year. At the time he worked on this case, he was not yet admitted to practice. His billing rate is $300.00. He assisted with preparation of the initial damages calculation model, summarized documents and legal authorities, indexed documents, attended meetings with the economist and organized documents in preparation for mediation. He spent 13.4 hours in connection with this Action.

58. Sayra Cruz-Aguilera was a paralegal at LLG. Ms. Cruz-Aguilera's billing rate was $300.00 per hour. Ms. Cruz-Aguilera spent 2.6 hours in this case on tasks including but not limited, assisting with filings, corresponding with the client and Defense Counsel and organizing documents in preparation for meeting with economist expert.

59. To date, my firm has expended 94.8 total hours on this case and our total lodestar is $69,930.00. The hours, hourly rates and general tasks of attorneys and paralegals to date are set forth in the following table:

Attorney/ Paralegal	Hourly Rate[3]	Total Hours	Total Lodestar
Kevin Lipeles, Esq.	$850.00	36	$30,600.00
Thomas Schelly, Esq.	$850.00	9.8	$8,330.00
Jala Amsellem, Esq.	$850.00	25.6	$21,760.00
Todd Vollucci, Esq.	$600.00	7.4	$4,440.00
Justen Lipeles, Esq.	$300.00	13.4	$4,020.00
Sayra Cruz-Aguilera, paralegal	$300.00	2.6	$780.00
	Total	**94.8**	**$69,930.00**

60. On a lodestar basis, my firm's attorneys' fees amount to $69,930.00. Class Counsel is seeking to recover their attorneys' fees on a lodestar basis with the application of a modest 1.5[4] multiplier versus the total aggregated combined lodestar incurred, which is well within the range of lodestar multipliers approved in similar wage and hour class action cases litigated on a contingency

[3] Reasonable fees are calculated according to the prevailing market rates in the relevant community for similar work performed by attorneys of comparable skill, experience and reputation. *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210 (9th Cir. 1986). The hourly billing rates are commensurate with the rates of practitioners with similar experience in the Los Angeles legal market, as well as the rates approved as reasonable in similar cases.

[4] $103,250.00/$69,930.00=1.5.

basis. *See, e.g., Van Vraken v. Atlantic Richfield Co*., 901 F. Supp. 294, 298 (N.D. Cal. 1995) ("multipliers in the 3-4 range are common in lodestar awards for lengthy and complex class actions); *Wershba v. Apple Computer, Inc*., (2001) 91 Cal. App. 224, 255 ("[m]ultipliers can range from 2 to 4 or even higher"); *Chavez v. Netflix, Inc*., (2008) 162 Cal. App. 4th 43, 66 (2.5 multiplier not "so out of line with prevailing case law as to constitute an abuse of discretion); Newberg on Class Actions, 3d Ed. 1992 § 14.03, 614-5 ("[m]ultipliers ranging from one to four are frequently awarded in common fund cases when the lodestar is applied. A large common fund award may warrant an even larger multiplier."); *City of Oakland v. Oakland Raiders*, (1988) 203 Cal. App. 3d 78, 83 (affirming 2.34 multiplier); *Bell v. Farmers Ins. Exchange* (2004) 115 Cal. App. 4th 715 (common fund award resulted in a multiplier of 6.15); *Glendora Community Redev. Agency v. Demeter* (1984) 155 Cal. App. 3d 465 (affirming multiplier in the amount of 12).

61. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

62. The Parties selected Phoenix Class Action Administration Solutions ("Phoenix"), an experienced claims administrator, to serve as the Settlement Administrator. Phoenix has successfully served as the settlement administrator in a number of class action settlements where I have served as lead counsel, or co-lead counsel. I have found them to be very competent. Phoenix's background and experience as a claims administrator are described on their website, www.phoenixclassaction.com and more fully in the concurrently filed Declaration of Jodey Lawrence.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on June 23, 2026, at Hermosa Beach, California.

____
KEVIN LIPELES

EXHIBIT A

LIPELES LAW GROUP APC
880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

September 18, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

California Pizza Kitchen, Inc.
575 Anton Blvd., Suite 100
Costa Mesa, CA 92626

Re: *Beneduce v. California Pizza Kitchen, Inc.*

Dear California Pizza Kitchen, Inc.:

This office represents Olivia Beneduce. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq*.

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq*., including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime, minimum wages, to afford proper meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay all wages due on termination, reimburse business expenses, pay reporting time pay and to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. <u>§ 2699, ET SEQ., LABOR CODE VIOLATIONS</u>

Our client has numerous legal claims against California Pizza Kitchen, Inc. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 5)

Defendant was required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Specifically, Plaintiff and Class members were required to engage in off the clock activities after clocking out for their shifts. At times, Plaintiff and Class members were required to clock out, but continue working due to budget issues. Plaintiff spent approximately 15 minutes off the clock on several occasions.

Defendant failed to pay Plaintiff and the Class for any off the clock work they performed. Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE

(Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 5)

Under California law, non-exempt employees as defined by Wage Order No. 5, are entitled to premium wages for overtime worked. Because Plaintiff and Class members engaged in off the clock work, they were not properly paid overtime.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5)

Defendant failed to satisfy minimum wage requirements. As a result of Defendant not affording compliant meal/rest breaks, Plaintiff and members of the Class were paid less than minimum wage. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and IWC Wage Order No. 5.

D. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 5)

Defendant failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 5. At times, Plaintiff and Class members were not afforded rest breaks due to staffing shortages.

By virtue of Defendant's unlawful failure to provide compliant rest periods to the Plaintiff and Class members, Plaintiff and Class members have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and Class members, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE MEAL PERIODS
(Labor Code §226.7; IWC Wage Order No. 5)

Defendant intentionally and improperly denied compliant meal periods to Plaintiff and Class members. Plaintiff and Class members' meal periods were shortened due to labor shortage issues. As a result of this policy, Defendant failed to compensate these employees with at least minimum wage rate for all time worked when their daily hours were automatically reduced even though employees' meal periods were shortened.

By virtue of Defendant's unlawful failure to provide compliant meal periods to Plaintiff and Class members, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 5)

Defendant intentionally and knowingly failed to provide Plaintiff and other members of the Class with any weekly itemized wage statements containing accurate information regarding the wages earned by Plaintiff and members of the Class. Further, Plaintiff and the members of the Class's overtime compensation, minimum wages, premium pay for meal and rest breaks not properly afforded and reporting time pay, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation, minimum wages, premium pay for meal/rest breaks not afforded and reporting time pay, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION
(Cal. Labor Code §§201-203; IWC Wage Order No. 5)

Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff was not paid for all the wages she was owed when she ended her employment with Defendant on August 15, 2025. She is still owed overtime, minimum wages, premium pay for meal/rest breaks not afforded, reporting time pay and other wages.

H. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code §2802)

Defendant was aware that Plaintiff and Class members were using their cell phones and vehicles, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class members for their work-related expenses that they incurred in using their cell phones and vehicles.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

I. REPORTING TIME PAY
(Wage Order No. 5)

Plaintiff and Class members at times were scheduled to work, but were sent home during the first 2 hours of their shifts and told that it was because labor was too costly. Defendant failed to pay Plaintiff and Class members reporting time pay.

Plaintiffs and Class members suffered damages in an amount, subject to proof, to the extent they were not provided and paid reporting time pay.

J. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about September 18, 2025, Plaintiff's counsel issued a written request to you for copies of her personnel records. You have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of your failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

K. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq*. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

Kevin A. Lipeles, Esq.

EXHIBIT B

LIPELES
LAW GROUP
APC
1060 Aviation Blvd., Ste 100 ♦ Hermosa Beach, CA 90245 ♦ Voice (310) 322-2211 ♦

April 3, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

California Pizza Kitchen, Inc.
575 Anton Blvd., Suite 100
Costa Mesa, CA 92626

Re: Beneduce v. California Pizza Kitchen, Inc. — Amended PAGA Notice

Dear California Pizza Kitchen, Inc.:

This office represents Olivia Beneduce. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code §§ 2699, *et seq*., and supersedes and amends our prior PAGA notice dated September 18, 2025.

I. FACTS & NATURE OF THE DISPUTE

Plaintiff Olivia Beneduce was employed by California Pizza Kitchen, Inc. ("Defendant") as a Server and in other hourly non-exempt capacities in Thousand Oaks, California from on or about August 7, 2021 through August 15, 2025. Plaintiff was paid $16.50 per hour. Plaintiff brings this representative action on behalf of herself and all current and former aggrieved hourly non-exempt employees of Defendant in California.

This action is brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq*., to recover civil penalties on behalf of the State of California for Defendant's systematic violations of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Orders, as described herein.

II. § 2699, *ET SEQ.*, LABOR CODE VIOLATIONS

Our client has numerous legal claims against California Pizza Kitchen, Inc. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein. The details of our client's Labor Code § 2699 claims include, but are not limited to:

A. OFF-THE-CLOCK WORK

(Labor Code §§ 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 5-2001)

Defendant was required to pay its employees for all time worked, even if employees were not clocked in or had already clocked out. Plaintiff and aggrieved employees were required to engage in off-the-clock activities after clocking out for their shifts. At times, Plaintiff and aggrieved employees were required to clock out but continue working due to budget constraints. Defendant also rounded clock-in and clock-out times in a manner that, over time, resulted in a failure to compensate employees for all time worked, and illegally and inaccurately recorded time worked. Plaintiff spent approximately 15 minutes off the clock on several occasions.

Defendant failed to pay Plaintiff and aggrieved employees for any off-the-clock work performed. Plaintiff and aggrieved employees suffered damages to the extent they were not paid for their off-the-clock work.

B. FAILURE TO PAY ALL WAGES AND PREMIUMS, INCLUDING WITH RESPECT TO TIMELINESS AND THE RATE OF PAYMENT

(Cal. Labor Code §§ 200, 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 221, 222, 223, 224, 510, 558, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1198, 1199 and 29 U.S.C. §§ 207 & 216; IWC Wage Order No. 5-2001)

Upon information and belief Defendant failed to pay all wages and premiums (i.e., minimum, overtime, double time, and reporting time wages, and split shift premiums), including with respect to the timeliness and rate at which these wages were paid.

Under California law, non-exempt employees as defined by Wage Order No. 5, are entitled to premium wages for overtime worked. Because Plaintiff and aggrieved employees engaged in off-the-clock work, had their time rounded, and worked through meal breaks without compensation, they were not properly paid overtime. Defendant failed and refused to pay Plaintiff and aggrieved employees overtime compensation as required by law. Monies for unpaid overtime remain due and owing.

Plaintiff and aggrieved employees were at times scheduled to work but were sent home during the first two hours of their shifts due to labor cost constraints. Defendant failed to pay Plaintiff and aggrieved employees reporting time pay as required by Wage Order No. 5.

Defendant failed to satisfy minimum wage requirements as a result of its failure to afford compliant meal and rest breaks, requiring off-the-clock work, rounding time in a manner that resulted in underpayment, failing to pay reporting time pay, and other unlawful practices. This resulted in Defendant's failure to compensate Plaintiff and aggrieved employees for all hours worked, in violation of Labor Code §§ 1197, 1198, and IWC Wage Order No. 5. Monies for unpaid minimum wages remain due and owing.

C. FAILURE TO PROVIDE MEAL AND REST PERIODS AND FAILURE TO PAY PREMIUM PAYMENTS AT THE REGULAR RATE

(Cal. Labor Code §§ 200, 226.7, 512, 516, 551, 552, 558, 1198 ;IWC Wage Order No. 5-2001)

Defendant failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 5. At times, Plaintiff and aggrieved employees were not afforded rest breaks due to staffing shortages. Defendant further failed to pay Plaintiff and aggrieved employees one additional hour of compensation at the regular rate of pay for each rest period not provided.

Defendant intentionally and improperly denied compliant meal periods to Plaintiff and aggrieved employees. Plaintiff and aggrieved employees' meal periods were shortened due to labor shortage issues. Defendant further failed to pay Plaintiff and aggrieved employees one additional hour of compensation at the regular rate of pay for each meal period not provided.

D. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §§ 226, 226.3, 1174, 1174.5, 1175, 558; IWC Wage Order No. 5-2001)

Defendant intentionally and knowingly failed to provide Plaintiff and aggrieved employees with accurate itemized wage statements as required by Labor Code § 226. Because Defendant failed to pay overtime wages, minimum wages, and meal and rest period premiums, the wage statements issued did not accurately reflect all wages earned and due. As a result, Plaintiff and aggrieved employees were misled as to their entitlement to compensation and hindered from determining the amounts owed to them. Defendant also failed to maintain required payroll records as mandated by Labor Code §§ 1174 and 1174.5.

E. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION

(Cal. Labor Code §§ 200, 201, 202, 203, 558; IWC Wage Order No. 5-2001)

Plaintiff and aggrieved employees were discharged and/or resigned from Defendant's employ, and Defendant willfully failed to pay all wages due at the time of separation, including overtime, minimum wages, premium pay for meal and rest breaks not afforded, and reporting time pay. Plaintiff was not paid all wages owed when her employment ended on August 15, 2025.

F. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §§ 2802, 2804)

Defendant was aware that Plaintiff and aggrieved employees were using their cell phones, vehicles, and other personal property in the course of their employment, and failed to indemnify Plaintiff and aggrieved employees for all business-related expenses incurred, including but not limited to cell phone use, vehicle use, uniforms, and uniform laundering and maintenance, in violation of Labor Code § 2802.

G. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Cal. Labor Code § 1198.5)

On or about September 18, 2025, Plaintiff's counsel issued a written request to Defendant for copies of Plaintiff's personnel records and payroll file. Defendant failed and refused to permit Plaintiff timely access to her records, in violation of Labor Code § 1198.5. Plaintiff will seek injunctive relief and recovery of statutory penalties as a result.

H. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

(Cal. Labor Code § 204)

Defendant failed to timely pay Plaintiff and aggrieved employees all wages for labor performed by the next regular payroll period, as required by California Labor Code § 204. As a result, civil penalties are available pursuant to Labor Code § 210, including $100 per employee for initial violations and $200 per employee plus 25% of the amount unlawfully withheld for subsequent or willful violations.

I. FAILURE TO RETURN DEPOSITS MADE BY EMPLOYEES WITH ACCRUED INTEREST ON DEPOSITS

(Cal. Labor Code § 404)

Upon information and belief, Defendant required Plaintiff and aggrieved employees to make deposits—including deposits related to uniforms—and failed to immediately return those deposits with accrued interest upon the employees returning their uniforms or separating from employment, in violation of Labor Code § 404.

J. FAILURE TO PROVIDE SICK PAY AND SICK TIME ACCRUAL

(Cal. Labor Code §§ 226, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 558)

Defendant failed to provide Plaintiff and aggrieved employees with wage statements showing any accrual of sick time as required by the Labor Code, failed to pay sick pay at the regular rate of pay, and failed to provide California Supplemental Paid Sick Leave. These failures constitute violations of the California Healthy Workplaces Healthy Families Act and related provisions.

K. FAILURE TO PAY VESTED VACATION TIME

(Cal. Labor Code § 227.3, 558)

Defendant maintained a uniform policy providing for paid vacation but had a consistent policy of failing to compensate Plaintiff and aggrieved employees at their final rate of pay for unused, vested paid vacation days upon separation from employment, in violation of Labor Code § 227.3.

L. FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN

(Cal. Labor Code §§ 551, 552)

Upon information and belief, Defendant failed to provide Plaintiff and aggrieved employees with at least one day's rest in each seven-day workweek, in violation of Labor Code §§ 551 and 552.

M. FAILURE TO PROVIDE SUITABLE SEATING

(Cal. Labor Code §§ 1194.5, 1198; IWC Wage Order No. 5-2001)

Defendant failed to provide Plaintiff and aggrieved employees with suitable seats in reasonable proximity to their work areas, as required by applicable Wage Order provisions and Labor Code §§ 1194.5 and 1198.

N. UNLAWFUL DEDUCTIONS AND WITHHOLDINGS FROM WAGES

(Cal. Labor Code §§ 212, 213, 221, 222, 223, 224, 226.7, 510, 558, 1197.1)

Upon information and belief, Defendant made unlawful deductions and withholdings from the wages of Plaintiff and aggrieved employees in violation of Labor Code §§ 212, 213, 221, 222, 223, 224, *226.7, 510, 558, 1197.1*

O. FAILURE TO PROVIDE REQUIRED EMPLOYMENT NOTICES AND RECORDS; UNLAWFUL REQUIREMENT OF THE WAIVER OF RIGHTS; UNLAWFUL BACKGROUND CHECKS; AND UNLAWFUL RELIANCE ON SALARY HISTORY INFORMATION

(Cal. Labor Code §§ 226, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 558, 1174, 1198.5, 2810.5, 6409.6; Cal. Gov't Code § 12952; Wage Order No. 5-2001)

Upon information and belief Defendant failed to provide Plaintiff and aggrieved employees with required employment records and notices, including personnel records as required by Labor Code § 1198.5, new hire notices required by Labor Code § 2810.5, and prominently display notices as required by Labor Code § 6409.6. Defendant further engaged in unlawful conduct related to: (1) unlawful reliance on salary history information in violation of Labor Code § 432.3; (2) unlawful requirements of waiver of rights in violation of Labor Code §§ 432.5 and 432.6; and (3) unlawful background check practices in violation of Labor Code §§ 432.7 and 432.8 and Government Code § 12952.

P. SAFETY AND HEALTH VIOLATIONS / FAILURE TO PROVIDE SANITATION FACILITIES

(Cal. Labor Code §§ 6401, 6402, 6403; Cal. Code Regs., tit. 8, §§ 1527, 3366, 3457, 8397.4)

Upon information and belief, Defendant failed to furnish and use safety devices and guards and otherwise failed to comply with applicable safety and health standards required by Labor Code §§ 6401, 6402, and 6403. Defendant further failed to provide adequate and readily accessible sanitation facilities as required by California Code of Regulations, title 8, §§ 1527, 3366, 3457, and 8397.4.

Q. FAILURE TO PROVIDE COVID-19 RELATED NOTICES

(Cal. Labor Code §§ 6409.6, 6432)

Upon information and belief, Defendant failed to provide required COVID-19-related notices and notifications to Plaintiff and aggrieved employees in violation of Labor Code §§ 6409.6 and 6432.

R. UNLAWFUL RETALIATION AND PREVENTION OF WHISTLEBLOWING

(Cal. Labor Code §§ 232, 232.5, 1102.5, Cal. Gov't Code § 12940 et seq.)

Upon information and belief, Defendant further unlawfully retaliated against and prevented whistleblowing by employees in violation of Labor Code §§ 232, 232.5, 1102.5, and Cal. Gov't Code § 12940 *et seq*.

In addition Plaintiff is informed and believed, and based thereon alleges that Defendant had a policy or practice of violating the following sections of the applicable IWC California Wage Orders, including IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14, the Cal. Code Regs.; California Labor Code §§ 96, 98.6, 232, 232.5, and 1197.5, California Business and Professions Code §§ 17200, et seq. and 16600 et seq. Defendant shall pay all penalties interest, costs, or attorneys' fees as a result of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA Labor Code § 2698, *et seq*., including but not limited to Cal. Lab. Code §§ 200, 210, 218.5, 218.6, 225.5, 226, 226.7, 226.3, 558, 1174.5, 1194, 1197.1, 1199, 1391, 2699; Cal. Civ. Code § 3294; and Cal. Civ. P. Code § 1021.5 and Wage Order No. 5-2001, § 20.

III. CONCLUSION

Please take notice that this amended letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699*, et seq*., with respect to all violations described herein. This letter supersedes and amends the PAGA notice previously submitted on September 18, 2025.

By law, an employee alleging a violation of one of the above-referenced sections must notify their employer and the Labor and Workforce Development Agency (LWDA) before invoking the provisions of § 2699, et seq., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code § 2699.3(a)(2)(A).)

It is the intention of this office to file a civil complaint and to bring all appropriate claims under Labor Code § 2699 should your office fail to address these matters within the prescribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an exhaustive statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

Justen Lipeles

Justen Lipeles, Esq.

EXHIBIT C

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly (Bar No. 217285)
thomas@kallaw.com
LIPELES LAW GROUP, APC
1060 Aviaiton Blvd., Ste. 100
Hermosa Beach, California 90254
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for Plaintiff
OLIVIA BENEDUCE

Rick Bergstrom (Bar No. 169594)
rjbergstrom@jonesday.com
JONES DAY
4655 Executive Drive, Suite 1500
San Diego, California 92121-3134
Telephone: (858)314-1118
Fax: (858) 945-4906

Attorneys for Defendant
CALIFORNIA PIZZA KITCHEN, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

OLIVIA BENEDUCE, an individual, on her own behalf and on behalf of all others similarly situated, Plaintiffs, vs. CALIFORNIA PIZZA KITCHEN, INC. a Delaware corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 2025-CU-OE-051124 [Assigned to the Hon. Ben Coats–Dept. 43] **PAGA SETTLEMENT AGREEMENT AND RELEASE** Complaint Filed: September 18, 2025 Trial Date: None Set

This Private Attorneys General Act Claims Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff, Olivia Beneduce (“Plaintiff”) on behalf of herself, the State of California, and for all similar PAGA Members (“PAGA Members” as defined in Paragraph 1.16 below), on the one hand, and Defendant California Pizza Kitchen, Inc. (“CPK” or “Defendant”), on the other hand, subject to the approval of the Court in accordance with

California Labor Code Section 2699(I)(2), that the above-captioned matter ("Action") is hereby compromised and settled pursuant to the following terms and conditions set forth in this Agreement, and that the Court shall make and enter judgment subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Agreement. This Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1 "Action" means the lawsuit that Plaintiff filed against Defendant captioned *Olivia Beneduce v. California Pizza Kitchen, Inc.,* on September 18, 2025, Superior Court of the State of California, County of Ventura, Case No.: 2025-CU-OE-051124.

1.2 "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity whom the Parties request the Court's approval to serve as Administrator of the Settlement ("Administrator").

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Fund Value, if approved, for its services in administering this Settlement. The services contemplated by the Administration Expenses Payment includes, but is not limited to: (i) printing, mailing, and re-mailing (if necessary) PAGA Notice to the PAGA Member(s); (ii) preparing and submitting to PAGA Member(s) and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual PAGA Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the LWDA PAGA Payment; (iv) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; and (v) preparing and submitting filings required by law in connection with the payments required by the Agreement.

1.4 "Court" means the Superior Court of California, County of Ventura.

1.5 "Defense Counsel" means Rick Bergstrom of Jones Day.

1.6 "Effective Date" refers to the date all of the following have occurred: (i) final approval of the Agreement is granted by the Court; and (ii) Judgment approving the Agreement becomes Final. "Final" shall mean the latest of: (i) the 61st day following entry of the Judgment on the docket and the Notice of Entry of Judgment has been served on all parties; (ii) if there is an appeal of the Court's Judgment, the date the Judgement is affirmed on appeal, the date of dismissal of such appeal, or the expiration of time to file a petition for writ of certiorari to the United States Supreme Court, or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition.

1.7 "Gross Fund Value" means two hundred ninety-five thousand dollars ($295,000.00).

1.8 The Gross Fund Value is allocated as follows, subject to Court Approval: (i) the LWDA PAGA Payment in the approximate total sum of $106,437.50; (ii) Individual PAGA Payment in the approximate total sum of $57,312.50 for civil penalties for the compromise of PAGA claims brought on behalf of Plaintiff and the PAGA Members; (iii) the settlement of Plaintiff's individual claims against Defendant in the approximate total sum of $10,000 (iv) Plaintiff's Counsel's attorneys' fees in the sum of $103,250.00; (v) PAGA Counsel's Litigation Expenses in an amount up to $3,000.00; and (vi) Administrator's Expenses in the amount of $15,000.00.

1.9 "Individual PAGA Payment" means each PAGA Member's pro rata share of 35% of the PAGA Fund Value calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

1.10 "Judgment" means the judgment entered by the Court after granting the Parties' Stipulation approving the PAGA settlement.

1.11 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (a).

1.12 "LWDA PAGA Payment" means the 65% of the PAGA Net Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (m).

1.13 "PAGA Net Settlement Amount," means approximately $163,750, the amount remaining to distribute to the LWDA and PAGA Members after deductions from the PAGA Gross Fund Value, set forth in Section 1.8.

1.14 "PAGA Counsel" means Kevin Lipeles of the Lipeles Law Group, APC the attorneys representing the Plaintiff in the Action.

1.15 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel in the amount of up to $103,250 and $3,000 for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.16 "PAGA Member(s)" means Plaintiff and all other non-exempt individuals who are or were employed by Defendant as non-exempt employees in the State of California during the time period of September 18, 2024, to the date upon which the Court approves the settlement of the Action.

1.17 "PAGA Member Address Search" means the Administrator's investigation and search for contact information for PAGA Members whose contact information is incorrect which will be conducted using the National Change of Address database, skip traces, or other type of automated search using the name, address, and/or Social Security number of the PAGA Member involved by the Administrator with PAGA Members.

1.18 "PAGA Member Data" means PAGA Members' name, last-known mailing address, Social Security number and number of PAGA Pay Periods worked.

1.19 "PAGA Pay Period" means any Pay Period during which a PAGA Member received a paystub from Defendant during the PAGA Period.

1.20 "PAGA Period" means the period from September 18, 2024, to the date the Court approves settlement of the Action.

1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, §§ 2698 *et seq*.).

1.22 "PAGA Notice" means Plaintiff's September 18, 2025, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a)(1)(A).

1.23 "PAGA Fund Value" means the total amount of PAGA civil penalties to be paid from the Gross Fund Value, allocated 35% to the PAGA Members ($57,312.50) and the 65% to LWDA ($106,437.50) in settlement of PAGA claims.

1.24 "Plaintiff" means Oliva Beneduce, the named plaintiff in the Action.

1.25 "Approval Order" means the proposed Court Order Granting Approval of the PAGA Settlement.

1.26 "Released PAGA Claims" means the claims being released by the Plaintiff, PAGA Counsel and the PAGA Members described in paragraph 5 below.

1.27 "Released Parties" means Defendant and each of its former, current, and future parent companies, subsidiaries, affiliated corporations and entities, clients, vendors, and independent contractors through which Defendant conducts business, and each of its respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives.

1.28 "Settlement" means the final and complete disposition of the Action pursuant to this Agreement.

1.29 "Defendant" means California Pizza Kitchen, Inc.

1.30 "Released Claims" means any and all claims and/or causes of action under PAGA arising from and/or relating in any way to the claims pled in the Action (including in the operative complaints and LWDA Notices) or that could have been asserted based on the facts alleged in the Action against Defendant, including but not limited to claims for: failure to timely pay all wages at termination (Cal. Lab. Code §§ 200, 201, 202, 203, 558); failure to pay all wages and premiums (i.e., minimum, overtime, doubletime, and reporting time wages, and split shift premiums), including with respect to the timeliness and rate at which these wages were paid (Cal. Lab. Code §§ 200, 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 221, 222, 223, 224, 510, 558, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1198, 1199 and 29 U.S.C. §§ 207 & 216); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 200, 226.7, 512, 516, 551, 552, 558, 1198); failure to provide one day's rest in seven days (Cal. Lab. Code §§ 551, 552); failure to pay vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 226, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 558); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5, 1175); failure to return deposits made by employees with accrued interest thereon (Cal. Lab. Code § 404); unlawful deductions and withholdings from wages (Cal. Lab. Code § 212, 213, 221, 223, 224, 226.7, 510, 558, 1197.1); failure to provide necessary employment notices or records (Cal. Lab. Code §§ 432, 558, 1198.5, 1174, 6409.6, 2810.5); failure to furnish and use safety devices and guards and/or safety and health violations (Cal. Lab. Code §§ 6401, 6402, 6403); failure to provide adequate and readily accessible sanitation facilities (Cal. Code Regs. Tit. 8, §§ 1527, 3366, 3457 and 8397.4); failure to provide Covid-19 related notices (Cal. Lab. Code §§ 6409.6, 6432); unlawful requirement of the waiver of rights (Cal. Lab. Code §§ 432.5, 432.6); unlawful background checks (Cal. Lab. Code §§ 432.7, 432.8, and Cal. Gov't Code § 12952); unlawful reliance on salary history information (Cal. Lab. Code §§ 432.3); unlawful retaliation and prevention of whistleblowing (Cal. Lab. Code §§ 232, 232.5, 1102.5); violations of the PAGA (Cal. Lab. Code §§ 2698 *et seq.*) based on the foregoing claims; violation of the applicable IWC California Wage Orders, including IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14 based on the foregoing claims; violations of Cal. Code Regs. based on the foregoing claims; and Cal. Lab. Code §§ 96, 98.6, 232, 232.5, and 1197.5); and any penalties, interest, costs, or attorneys' fees as a result thereof (including under Cal. Lab. Code §§ 200, 218.5, 218.6, 226, 226.7, 226.3, 1194, 1391, 2699; Cal. Civ. Code § 3294; and Cal. Civ. P. Code § 1021.5 that arose during the PAGA Period).

2. RECITALS.

2.1 On September 18, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay premium overtime wages; (2) failure to pay minimum wages; (3) failure to provide rest periods; (4) failure to provide timely off duty meal periods; (5) failure to maintain records and provide accurate itemized wage statements; (6) failure to pay wages due at termination; (7) failure to reimburse business expenses; (8) reporting time pay; (9) failure to allow inspection of employment records; and (10) unfair competition. On December 9, 2025, Plaintiff filed her First Amended Complaint, adding a claim pursuant to PAGA for violation of Labor Code §2699. The First Amended Complaint 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, dated September 18, 2025.

2.3 Beginning in mid-October and thereafter on October 24, 2025, the Parties participated in direct settlement negotiations which led to this Agreement to settle the Action.

2.4 Prior to the direct settlement negotiations, Plaintiff obtained, through informal discovery, Plaintiff's personnel records and paystubs, policies, and an anonymized sample of employee data including payroll registers, workweeks, and time records. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (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 Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.6 Plaintiff and PAGA Counsel recognize the expense and length of continued proceedings that would be necessary to litigate Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and PAGA Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing penalties and other relief sought in the Action. Plaintiff and PAGA Counsel also have taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the State of California and PAGA Members. Based on the foregoing Plaintiff and PAGA Counsel have determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable and is in the best interests of all PAGA Members.

2.7 Defendant denies all allegations made in the Action, and also denies that it engaged in any wrongful conduct with respect to Plaintiff, or that she suffered any harm or damages as a result of its conduct. Defendant had asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties, or other payments. Defendant has nonetheless concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement and to put to rest the claims alleged in the Action in order to focus on business operations. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all applicable state, federal and local laws.

3. MONETARY TERMS.

3.1 Gross Fund Value. Defendant promises to pay two hundred ninety-five thousand dollars ($295,000.00) and no more as the Gross Fund Value. Defendant has no obligation to pay the Gross Fund Value prior to the deadline stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Gross Fund Value without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Fund Value will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be one hundred three thousand two hundred fifty dollars and no cents ($103,250.00), and PAGA Counsel Litigation Expenses Payment of not more than three thousand dollars ($3,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a stipulation or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed fifteen thousand dollars ($15,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $15,000.00, the Administrator will retain the remainder in the PAGA Net Settlement Amount. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Administrator Expenses.

3.2.3 To the LWDA and PAGA Members: Approximate PAGA Fund Value in the amount of one hundred sixty-three thousand seven hundred fifty dollars and no cents ($163,750.00) to be paid from the Gross Fund Value, with 65%, one hundred six thousand four hundred thirty-seven dollars and fifty cents ($106,437.50) allocated to the LWDA PAGA Payment and 35%, fifty seven thousand three hundred twelve dollars and fifty cents ($57,312.50) allocated to the Individual PAGA Payments.

The Administrator will calculate each Individual PAGA Payment by dividing the amount of the PAGA Fund Value allocated to the Individual PAGA Payments by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, multiplied by the number of PAGA Pay Periods worked by the individual PAGA Member at issue. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.1 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 <u>PAGA Member Pay Periods</u>. Based on a review of its records to date, Defendant estimates there are four thousand two hundred ninety-six (4,296) PAGA Members who worked a total of 78,902 PAGA Pay Periods.

4.2 <u>PAGA Members Data</u>. Within fourteen (14) days of the date the Court enters an approval, Defendant will simultaneously deliver the PAGA Member Data to the Administrator in electronic form. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendant must send the PAGA Member 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 PAGA Member Data.

4.3 <u>Notice to PAGA Members</u>. Within seven (7) days following its receipt of the PAGA Member Data, the Administrator shall provide the Parties with its proposed calculations for how the PAGA Payment will be distributed to the PAGA Members. Within seven (7) days after providing the Parties with those calculations, subject to the approval of the Parties, the Administrator shall prepare copies of the Court approved settlement notices to the PAGA Members (the "Notices") and send them the Notices with their share of the Individual PAGA Payment via first-class, United States mail. The Administrator shall exercise its best judgment to determine the current mailing address for each PAGA Member. The address identified by the Administrator as the current mailing address shall be presumed to be the most current mailing address for each PAGA Member. The Notices, which shall be in a form mutually agreed to by the Parties and approved by the Court, shall inform the PAGA Members that all claims they might possess against Defendant for violation of PAGA based on events occurring during the PAGA Period have been released by virtue of the Settlement. The Notices shall also inform the PAGA Members that they assume full responsibility and liability for the payment of any taxes due on such payments. A true and correct copy of the Notice in substantially the same form to be mailed to the PAGA Members is attached hereto as Exhibit A. The Parties agree that this procedure for notice provides the best notice practicable to PAGA Members and fully complies with due process.

4.4 Funding of Gross Fund Value. Defendant shall fully fund the Gross Fund Value by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.5 Payments from the Gross Fund Value. Within fourteen (14) days after Defendant funds the Gross Fund Value, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.5.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members 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. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2 The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, or requested by the PAGA Member prior to the void date.

4.5.3 For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.

4.5.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. It is the intent of the Parties that the Individual PAGA Payments provided for in this Agreement are the sole payments to be made by Defendant to the PAGA Members in connection with this Settlement, with the exception of Plaintiff, and that the PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual PAGA Payments. Furthermore, the receipt of Individual PAGA Payments by the PAGA Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the PAGA Members and Defendant.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant provides the Gross Fund Value to the Administrator, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, known or unknown, unforeseen, unanticipated, unsuspected or latent, contingent or vested, in law or in equity, including, but not limited to: all claims that were, or reasonably could have been, alleged by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly, indirectly, representatively, derivatively or in any other capacity, against Defendant or any of the other Released Parties, arising at any time prior to entry of the Judgment, including but not limited to those claims raised in the Action, and those arising from or related to employment with Defendant, or based on the facts contained in the Operative Complaint and the 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, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. This release excludes only the release of claims not permitted by law.

5.1.1 Plaintiff's Waiver of Rights Under 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.**

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all

Released Claims which Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Released Claims.

5.2 Release by PAGA Members:

All PAGA Members shall fully and finally release and discharge Defendant and its respective former and present parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which Defendant conducts business, and each of its respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives ("Released Parties"), from all applicable California wage and hour claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from and/or relating in any way to the claims pled in the Action (including in the operative complaint and LWDA Notice) or the Released Claims that could have been asserted based on the facts alleged in the Action against Defendant.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR STIPULATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file a stipulation or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 PAGA Member 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 PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation or motion for approval of this Settlement as soon as practicable after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone or videoconference, and in good faith, to resolve the disagreement. If the Court does not grant the stipulation or motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone or videoconference, 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 Class Action Administration Solutions ("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 payment of Administration Expenses. 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. Within thirty (30) days of the Court's issuance of an order granting approval of the Parties' Settlement, the Administrator shall have and use its own Employer Identification Number for the 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 ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.5 Disputes Regarding Administration of Settlement. Any dispute not resolved by the Administrator concerning the administration of the Settlement shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith.

8. PAGA MEMBER SIZE ESTIMATES.

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are four thousand two hundred ninety-six (4,296) PAGA Members who worked a total of seventy-eight thousand nine hundred two (78,902) PAGA Pay Periods.

9. 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) interpreting, implementing, and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest 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).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with any 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and 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.

10.4 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, 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 and/or the Court for resolution.

10.5 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 and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice/Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, PLAINTIFF'S COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

10.7 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 or successors-in-interest, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties, except to the extent that the Released Parties as defined above are and will be released and not subject to this Paragraph.

10.9 Applicable Law. All terms and conditions of this Agreement and any exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of 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.

10.11 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.

10.12 Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than ninety (90) days after the Administrator discharges its obligation to pay out all of the Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of PAGA Member Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Member Data.

10.13 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 Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference 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.

10.15 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 day sent by email or messenger, addressed as follows:

To Plaintiff:

Kevin A. Lipeles, Esq.
kevin@kallaw.com
Thomas H. Schelly, Esq.
thomas@kallaw.com
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245

To Defendant:

Rick Bergstrom, Esq.
rjbergstrom@jonesday.com
JONES DAY
4655 Executive Drive, Suite 1500
San Diego, California 92121-3134

10.16 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 their signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 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 and enter the Judgment. 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.

10.18 Invalidity of Any Provision. Before declaring any term or provision of this Agreement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable.

10.19 Binding Settlement. This settlement shall bind the Parties and all PAGA Member(s), subject to the terms and conditions hereof and the Court's approval.

DATED: 1/06/ , 2026

PLAINTIFF/PAGA REPRESENTATIVE:

Olivia Beneduce (Jan 6, 2026 15:31:35 PST)

OLIVIA BENEDUCE

DATED: 1/27 , 2026

DEFENDANT:

CALIFORNIA PIZZA KITCHEN, INC.

APPROVED AS TO FORM:

DATED: January 6, 2026

PAGA COUNSEL:
LIPELES LAW GROUP, APC

By: Kevin A. Lipeles
Thomas H. Schelly
Attorneys for Plaintiff
OLIVIA BENEDUCE

DATED: January 27, 2026

COUNSEL FOR DEFENDANT:
JONES DAY

By: Rick Bergstrom
Attorneys for Defendant
CALIFORNIA PIZZA KITCHEN, INC.

EXHIBIT D

NOTICE OF SETTLEMENT

Olivia Beneduce v. California Pizza Kitchen, Inc.
Superior Court of the State of California, County of Ventura Case No. 2025-CU-OE-051124

PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Email: info@phoenixclassaction.com

«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice and a check made payable to you as a result of a lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code §§ 2698 *et seq.* ("PAGA") by Plaintiff Olivia Beneduce ("Plaintiff") against Defendant California Pizza Kitchen, Inc. ("Defendant") (the "Action"). PAGA is a California statute that authorizes PAGA Members to bring actions for civil penalties on behalf of themselves, other employees, and the State of California against their employers for Labor Code violations. Pursuant to the Labor Code, the civil penalties are allocated as follows: 65% to the State of California's Labor & Workforce Development Agency and 35% to the PAGA Members. The following table sets forth the allocation of the settlement:

Gross Fund Value ("GFV")	$295,000.00
Attorneys' Fees (35% of the GFV)	$103,250.00
Litigation Costs	$3,000.00
Settlement Administration Costs	$15,000.00
Plaintiff's Settlement of Individual Claims	$10,000.00
Net Settlement Amount ("NSA")	$163,750.00
Amount to LWDA (65% of NSA)	$106,437.50
Amount to PAGA Members (35% of NSA)	$57,312.50

Through the Action, Plaintiff sought to recover civil penalties for purported violations of the California Labor Code on behalf of individuals who worked for Defendant during the time period September 18, 2024 through ____, 2026, the date upon which the Court approves the settlement of the Action, who were classified by Defendant as "non-exempt" employees in California and not part of any bargaining units represented by a union (the "PAGA Members"). You are not a party to the Action, but you and the government will be bound by the Court's Order in this matter as to civil penalties. Specifically, Plaintiff alleged that Defendant owes civil penalties under PAGA for Defendant's for failure to pay overtime, failure to pay minimum wages, failure to provide compliant meal periods and/or pay meal period premiums, failure to provide compliant rest breaks and/or pay rest break premiums, failure to provide accurate itemized wage statements, failure to pay all wages owed at termination, failure to reimburse necessary business expenses and failure to pay reporting time.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiff and/or the PAGA Members, and asserts that it has fully complied with all applicable Labor Codes and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of the PAGA claims.

As a result of the Court-approved Settlement, all PAGA Members—including you—and the California Labor and Workforce Development Agency ("LWDA") have released Defendant and its present or former parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which Defendant conducts business, and each of its respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives from the following Released Claims: any and all claims and/or causes of action under PAGA arising from and/or relating in any way to the claims pled in the Action (including in the operative complaint and LWDA Notice) or that could have been asserted based on the facts alleged in the Action against Defendant, including but not limited to claims for: failure to timely pay all wages at termination (Cal. Lab. Code §§ 200, 201, 202, 203, 558); failure to pay all wages and premiums (i.e., minimum, overtime, double time, and reporting time wages, and split shift premiums), including with respect to the timeliness and rate at which these wages were paid (Cal. Lab. Code §§ 200, 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 221, 222, 223, 224, 510, 558, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1198, 1199 and 29 U.S.C. §§ 207 & 216); meal and rest period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code §§ 200, 226.7, 512, 516, 551, 552, 558, 1198); failure to provide one day's rest in seven days (Cal. Lab. Code §§ 551, 552); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 226, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 558); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5, 1175); failure to return deposits made by employees with accrued interest thereon (Cal. Lab. Code § 404); unlawful deductions and withholdings from wages (Cal. Lab. Code § 212, 213, 221, 223, 224, 226.7, 510, 558, 1197.1); failure to provide necessary employment notices or records (Cal. Lab. Code §§ 432, 558, 1198.5, 1174, 6409.6, 2810.5); failure to furnish and use safety devices and guards and/or safety and health violations (Cal. Lab. Code §§ 6401, 6402, 6403); failure to provide adequate and readily accessible sanitation facilities (Cal. Code Regs. Tit. 8, §§ 1527, 3366, 3457 and 8397.4); failure to provide Covid-19 related notices (Cal. Lab. Code §§ 6409.6, 6432); unlawful requirement of the waiver of rights (Cal. Lab. Code §§ 432.5, 432.6); unlawful background checks (Cal. Lab. Code §§ 432.7, 432.8, and Cal. Gov't Code §12952); unlawful reliance on salary history information (Cal. Lab. Code §§ 432.3); unlawful retaliation and prevention of whistleblowing (Cal. Lab. Code §§ 232, 232.5, 1102.5); violations of the PAGA (Cal. Lab. Code §§ 2698 *et seq.*) based on the foregoing claims; violation of the applicable IWC California Wage Orders, including IWC Wage Order No. 5- 2001 §§ 2, 3, 4, 7, 11, 12, 14 based on the foregoing claims; violations of Cal. Code Regs. based on the foregoing claims; and Cal. Lab. Code §§ 96, 98.6, 232, 232.5, and 1197.5); and any penalties, interest, costs, or attorneys' fees as a result thereof (including under Cal. Lab. Code §§ 200, 218.5, 218.6, 226, 226.7, 226.3, 1194, 1391, 2699; Cal. Civ. Code § 3294; and Cal. Civ. P. Code § 1021.5) that arose during the PAGA period.

By Order dated [INSERT DATE], the Superior Court of California for the County of Ventura approved the settlement of the Action and the above release of PAGA claims. You cannot opt out of the settlement. If you do not cash your checks by the check cashing deadline you will still be bound by the release contemplated by the settlement.

According to Defendant's records, you are among the PAGA Members and are therefore entitled to a share of the PAGA settlement proceeds based upon the Court-approved allocation, which is based upon the pay periods you worked during the PAGA Period as a percentage of the pay periods worked during the PAGA Period by all PAGA Members. Accordingly, you are receiving the enclosed settlement check in connection with the settlement of the PAGA claim for civil penalties, which shall remain valid for 180 days after mailing (the "Individual PAGA Payment"). Checks remaining un-cashed for more than 180 days after issuance will be become void and the funds will be paid to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities on a 1099 basis. Note, no payroll deductions have been taken from your Individual PAGA Payment. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant has made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). You are assuming full responsibility and liability for the payment of any taxes due on your Individual PAGA payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Payment. If you have any questions, you may call or write to Phoenix (the Settlement Administrator) using the contact information at the top of this correspondence.

These claims are released as described above by the Court's final order and judgment regardless of whether you cash or deposit the enclosed check.

If you have any questions, please visit: <<website>>.

EXHIBIT E

EXHIBIT F

Expense List

Date	Type	Matter No	User	Description	Invoice Status	Payee/Vendor	Account	Billable	Amount
2/6/2026	Credit Card Detail	04010-Beneduce, Olivia v. California Pizza Kitchen, Inc	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$19.25
1/29/2026	Vendor Bill Detail	04010-Beneduce, Olivia v. California Pizza Kitchen, Inc	Todd Vollucci	Filing fee #4010 Inv 2333190	Not Invoiced	Steno Agency, Inc.	Client Costs Advanced	Yes	$59.95
1/20/2026	Credit Card Detail	04010-Beneduce, Olivia v. California Pizza Kitchen, Inc	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$19.25
12/30/2025	Hard Cost	04010-Beneduce, Olivia v. California Pizza Kitchen, Inc	Todd Vollucci	Axiom Analytics	Not Invoiced	Axiom Analytics LLC	Client Costs Advanced	Yes	$954.00
10/20/2025	Vendor Bill Detail	04010-Beneduce, Olivia v. California Pizza Kitchen, Inc	Todd Vollucci	Filing fee #4014 Inv 2048427	Not Invoiced	Steno Agency, Inc.	Client Costs Advanced	Yes	$262.45
10/17/2025	Vendor Bill Detail	04010-Beneduce, Olivia v. California Pizza Kitchen, Inc	Todd Vollucci	Filing fee #4010 Inv 2027871	Not Invoiced	Steno Agency, Inc.	Client Costs Advanced	Yes	$1,997.20
9/18/2025	Credit Card Detail	04010-Beneduce, Olivia v. California Pizza Kitchen, Inc	Vollucci Todd	Beneduce	Not Invoiced	Department of Industrial Relations	Client Costs Advanced	Yes	$75.00
								Total	**$3,387.10**