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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ALEXIS STUART-DRINNEN, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

DICARLO'S ITALIAN CAFE, LLC, a
California limited liability company; DD 29
ENTERPRISES, INC., a California
corporation; DOUGLAS AMBROSE, as an
individual; DAVID STEIN, as an individual;
TIEN LUNG CHEN, as an individual; and
DOES 6 through 25, inclusive,

Defendants.

Case No. CIVSB2313579

Honorable Kevin C. Lee
Department S26

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: June 9, 2026
Time: 8:30 a.m.
Dept: S26

Complaint Filed: June 12, 2023
FAC Filed: September 15, 2023
Trial Date: Not Set

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Alexis Stuart-Drinnen (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On June 7, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants DiCarlo’s Italian Cafe, LLC and Tien Lung Chen (together, “Defendants”), pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants (“PAGA Letter”).

3. On June 12, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court Case No. CIVSB2313579 ("Action"), thereby commencing a putative class action against Defendant DiCarlo's Italian Cafe, LLC.

4. On September 15, 2023, Plaintiff filed a First Amended Complaint (“Operative Complaint”) in the Action, which added DD 29 Enterprises, Inc., Douglas Ambrose, David Stein¹, and Tien Lung Chen as named defendants and causes of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) and for violations of California Labor Code Section 204 and 210. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California

¹ DD 29 Enterprises, Inc., Douglas Ambrose, and David Stein are the former owners of DiCarlo's Italian Restaurant.

Business & Professions Code Section 17200, *et seq.* based on the California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

5. On August 1, 2025, Plaintiff and Defendants (collectively, the “Parties”) participated in a formal mediation conducted by Gail Glick, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis as to Defendants and on an individual basis as to DD 29 Enterprises, Inc., Douglas Allen Ambrose, and David Stein. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

6. On September 24, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

7. On October 9, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On December 11, 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit 2**.

8. On December 11, 2025, pursuant to Plaintiff’s request, the Court dismissed the claims against DD 29 Enterprises, Inc., Douglas Ambrose, and David Stein.

Summary of the Terms of the Settlement Agreement

9. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from August 30, 2022 through July 31, 2023. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-

1 paid and/or non-exempt employees who worked for Defendants in the State of California at any time
2 during the PAGA Period.” The “PAGA Period” is defined as the period from August 30, 2022 through
3 July 31, 2023.

4 10. Based on the data provided by Defendants following preliminary approval and for
5 purposes of administration of the Class Notice, I am informed that there are 91 Settlement Class
6 Members who worked 1,703 weeks for Defendants as hourly-paid and/or non-exempt employees in
7 California during the Class Period (“Workweeks”) and 91 PAGA Employees who worked 1,703 pay
8 periods for Defendants as hourly-paid and/or non-exempt employees in California during the PAGA
9 Period (“Pay Periods”).

10 11. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
11 Complaint for a non-reversionary Gross Settlement Amount of One Hundred Ten Thousand Dollars
12 and Zero Cents (\$110,000.00), which is exclusive of employer-side payroll taxes. The Gross
13 Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of
14 the Gross Settlement Amount, equaling Thirty-Eight Thousand Five Hundred Dollars and Zero Cents
15 (\$38,500.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Eleven
16 Thousand Eight Hundred Fifty-One Dollars and Ninety-One Cents (\$11,851.91); (3) Settlement
17 Administration Costs in the amount of Six Thousand Two Hundred Fifty Dollars and Zero Cents
18 (\$6,250.00); (4) Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and
19 Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Six Thousand Dollars and Zero
20 Cents (\$6,000.00). After the above Court-approved amounts are deducted from the Gross Settlement
21 Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately
22 Thirty-Nine Thousand Eight Hundred Ninety-Eight Dollars and Nine Cents (\$39,898.09).

23 12. The Settlement does not require Settlement Class Members to submit claims as a
24 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
25 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
26 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
27 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
28 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members

1 during the Class Period and multiplying the result by each Settlement Class Member's Workweeks
2 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
3 Administrator by dividing the amount of the PAGA Employees' twenty-five percent (25%) share of
4 PAGA Amount (\$1,500.00) by the total number of Pay Periods worked by all PAGA Employees
5 during the PAGA Period and multiplying the result by each PAGA Employee's Pay Periods worked
6 during the PAGA Period.

7 13. I am aware from my review of the information provided by the Settlement
8 Administrator that the estimated average gross Individual Settlement Share is \$348.90, the estimated
9 highest gross Individual Settlement Share is \$820.32, and the estimated lowest gross Individual
10 Settlement Share is \$18.64; the estimated average Individual PAGA Payment is \$16.48, the estimated
11 highest Individual PAGA Payment is \$38.76, and the estimated lowest Individual PAGA Payment is
12 \$0.88.

13 14. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
14 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
15 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
16 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
17 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect
18 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
19 Members for their net payment of their Individual Settlement Share ("Individual Settlement
20 Payment"). The employers' share of taxes and contributions in connection with the wages portion of
21 Individual Settlement Shares will be paid separately and in addition to the Gross Settlement Amount.
22 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will
23 be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

24 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
25 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
26 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
27 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division
28 in the name of the Settlement Class Member and/or PAGA Employee at issue.

Notice to the LWDA

16. On October 9, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). The LWDA has not objected or otherwise responded to the submission.

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

17. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

18. The Parties engaged in informal discovery prior to reaching a settlement. Prior to mediation, Defendants produced all of the putative class members' pay records as well as information regarding the total number of putative class members, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

19. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

20. Although the investigation and information discovered supports Plaintiff's contentions, Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

1 21. Class Counsel is aware of Defendants' defenses and arguments and has also taken into
2 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
3 inherent in such litigation, including those involved in class and/or representative adjudication.
4 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
5 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
6 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
7 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

8 22. Defendants denied and continue to deny any liability and wrongdoing of any kind
9 associated with the claims alleged in the Action, and further deny that class certification is appropriate
10 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
11 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims.
12 Defendants contended that Plaintiff's claims are not suitable for class certification because individual
13 issues would predominate should this case go to trial. As with all class actions, these complex cases
14 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
15 may deny class certification.

16 23. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
17 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
18 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
19 to request and analyze thousands of pages of documents, obtain the Class Members' contact
20 information, contact them, and obtain declarations at great expense. Moreover, even if Plaintiff
21 prevailed at class certification and trial, possible appeals would substantially delay any recovery by
22 the Class.

23 24. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
24 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
25 California, and is within the accepted range of recoveries for this type of litigation given the inherent
26 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
27 litigation.

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Attorneys' Fees and Costs

25. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$38,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Eleven Thousand Eight Hundred Fifty-One Dollars and Ninety-One Cents (\$11,851.91). The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

26. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members, the State of California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of California, and the PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Action progressed through trial and/or appeals.

27. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and the PAGA Employees. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$38,500.00) are reasonable and should be awarded.

1 28. Blackstone was started in February 2018, representing plaintiffs in individual and
2 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
3 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
4 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
5 on other complex general litigation matters. Blackstone has been counsel of record on several class
6 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
7 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
8 matters as follows:

9 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
10 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
11 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
12 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
13 associate and remained employed there from September 2008 through August 2015. During his
14 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
15 employment, corporate, entertainment, and general business litigation matters, though his primary area
16 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
17 those cases, he was the only or primary attorney managing the case and thus obtained extensive
18 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
19 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
20 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
21 motions and pleadings, including dispositive and certification motions; strategized on all cases;
22 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
23 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
24 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
25 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
26 the cases he managed were highly publicized, with articles written about them in the Los Angeles
27 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
28 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,

1 which is well within the prevailing rate for attorneys with his experience in this area of practice in
2 Southern California.

3 b. Karen I. Gold graduated cum laude from UCLA in 2005 with a Bachelor of Science
4 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
5 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
6 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
7 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
8 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
9 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
10 to Blackstone as a Senior Trial Attorney and Team Lead. Karen I. Gold has managed over one hundred
11 complex litigation cases, ranging from employment matters to corporate and general business
12 litigation matters. On many of those cases, she was the only or primary attorney managing in the case
13 and thus obtained extensive experience overseeing these types of actions. In that capacity, she was
14 the primary contact for clients; took and defended many depositions; propounded and responded to
15 discovery; prepared and opposed motions and pleadings, including dispositive and certification
16 motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action
17 administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in
18 all other intricate facets of litigation. Super Lawyers honored her as a Southern California Rising Star
19 from 2015 through 2018. As a Senior Trial Attorney and Team Lead, she oversees and handles over
20 100 wage-and-hour putative class actions and/or representative actions under PAGA seeking relief on
21 behalf of California employees. She has considerable experience in handling class and representative
22 action lawsuits throughout her career and has been approved as counsel in a number of cases. Her
23 billable rate is \$985, which is well within the prevailing rate for attorneys with her experience in this
24 area of practice in Southern California.

25 c. Marissa A. Mayhood is a Senior Attorney at Blackstone. She graduated from
26 Pepperdine University School of Law with a juris doctorate and a certificate in dispute resolution from
27 Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin &
28 Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While

1 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, Utne v.
2 Home Depot U.S.A., Inc., United States District Court for the Northern District of California, Case
3 No. 3:16-cv-01854-RS, and was approved as class counsel. Her hourly rate of \$750 is reasonable
4 based on her education and experience and is in line with the market rate.

5 d. I joined Blackstone from a highly reputable employment law firm. I graduated from
6 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
7 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
8 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
9 licensed in all federal district courts of California. I have worked on many wage and hour class action
10 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
11 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
12 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
13 appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and
14 handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that
15 are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is
16 in line with the market rate.

17 e. Ashley H. Cruz is a former attorney at Blackstone. She received her Bachelor of Arts
18 degree from the University of California, Los Angeles in 2011, where she majored in International
19 Development Studies and minored in Political Science and French. In 2014, she graduated from the
20 Loyola University Chicago School of Law with honors. She was admitted to the State Bar of
21 California in December of 2015. Her hourly rate of \$750 is reasonable based on her education and
22 experience and is in line with the market rate at the time she worked in this case.

23 f. Shawn Bahmani is a former attorney of Blackstone who originally joined Blackstone
24 from a firm focused on class action litigation. He graduated from San Diego State University with a
25 Bachelor of Sciences degree in 2014 and from Tulane University Law School with a Juris Doctor
26 degree in 2019. He was admitted to the State Bar of California in May 2022. His hourly rate of \$650
27 is reasonable based on his education and experience and is in line with the market rate.

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g. Jasmine Y. Kianfard recently joined Blackstone. She received her Bachelor of Arts degree from California State University, Fullerton in 2015, her Master of Journalism from University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler School of Law in 2021. She was admitted to the State Bar of California in 2023. Her hourly rate of \$550 is reasonable based on her education and experience and is in line with the market rate.

29. Class Counsel has spent approximately 211.80 total hours litigating this matter. To date, our total fees incurred amount to \$179,850. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	18.60	\$1,295	\$24,087
Karen I. Gold	Senior Counsel	67.80	\$985	\$66,783
Marissa A. Mayhood	Senior Associate	51.20	\$750	\$38,400
Alexandra Rose	Senior Associate	25.30	\$750	\$18,975

Ashley H. Cruz	Senior Associate	15.40	\$750	\$11,550
Shawn Bahmani	Associate	16.30	\$650	\$10,595
Jasmine Y. Kianfard	Associate	17.20	\$550	\$9,460

30. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$187,350.

31. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class Counsel seeks reimbursement of a total of Eleven Thousand Eight Hundred Fifty-One Dollars and Ninety-One Cents (\$11,851.91) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

32. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payment

33. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Alexis Stuart-Drinnen submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

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Settlement Administration Costs

34. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00). Apex Class Action LLC, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is indeed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00).

Allocation to the LWDA

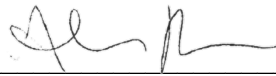
35. As part of the Settlement, Defendants have agreed to pay Six Thousand Dollars and Zero Cents (\$6,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes.

36. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

37. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 26, 2026, at Jersey City, New Jersey.



Alexandra Rose

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Alexis Stuart-Drinnen
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendants DiCarlo’s
6 Italian Cafe, LLC and Tien Lung Chen (together, “Defendants”) (collectively, Plaintiff and Defendants
7 are referred to as “Parties”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendants, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On June 7, 2023, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendants (“PAGA Letter”).

16 2. On June 12, 2023, Plaintiff filed a Class Action Complaint for Damages in the action
17 entitled *Alexis Stuart-Drinnen v. DiCarlo’s Italian Cafe, LLC*, et al., San Bernardino County Superior
18 Court Case No. CIVSB2313579 (“Action”).

19 3. On September 15, 2023, Plaintiff filed a First Amended Complaint (“Operative
20 Complaint”) in the Action, which added causes of action under the Private Attorneys General Act of
21 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) and for violations of
22 California Labor Code Sections 204 and 210.

23 4. The Operative Complaint alleges ten (10) causes of action for violations of the
24 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
25 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
26 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
27 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
28 to reimburse necessary business expenses, for violations of California Business & Professions Code

1 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
2 penalties under PAGA based on the aforementioned California Labor Code violations.

3 5. Defendants deny all material allegations set forth in the Action and have asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and
6 Released PAGA Claims (as defined herein).

7 6. Class Counsel diligently investigated the class and PAGA claims against Defendants,
8 including any and all applicable defenses and the applicable law. The investigation included, *inter*
9 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
10 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
11 merits of the claims and contentions of the Parties.

12 7. On August 1, 2025, the Parties participated in mediation with Gail Glick, Esq. (the
13 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
14 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
15 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
16 and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks
17 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
18 Counsel believes that the settlement with Defendants for the consideration and on the terms set forth
19 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
20 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
21 including the risk of significant delay and uncertainty associated with litigation and various defenses
22 asserted by Defendants.

23 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
25 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
26 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
27 positions.

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DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. "Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendants during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

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

f. "Class Period" means the period from August 30, 2022, through July 31, 2023.

g. "Class Settlement" means the settlement and resolution of all Released Class Claims.

h. "Court" means the Superior Court of the State of California for the County of San Bernardino.

i. "Defendants' Counsel" means Ulrich R. McNulty of Schlecht, Shevlin & Shoenberger, ALC.

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1 j. “Dispute” means a letter submitted by a Class Member disputing the number of
2 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
3 name and number of the Action; (b) contain the Class Member’s full name, signature, address,
4 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
5 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
6 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
7 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
8 Deadline.

9 k. “Effective Date” means the following: (i) if no Settlement Class Member
10 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
11 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
12 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
13 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
14 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
15 in final judicial approval of the Settlement.

16 l. “Employer Taxes” means the employers’ share of taxes and contributions in
17 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
18 in addition to the Gross Settlement Amount.

19 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in
20 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
21 Employees, and general release of claims, as set forth in Paragraph 13.

22 n. “Final Approval” means the determination by the Court that the Settlement is
23 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

24 o. “Final Approval Hearing” means the hearing at which the Court will consider
25 and determine whether the Settlement should be granted Final Approval.

26 p. “Final Approval Order and Judgment” means the order granting final approval
27 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
28 Parties, and subject to approval by the Court.

q. “Gross Settlement Amount” means the amount of One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) to be paid by Defendants in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will be returned to Defendants. The Gross Settlement Amount is subject to increase, as provided in Paragraph 16.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 18.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 19.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 17.

u. “LWDA Payment” means the amount of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

v. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

w. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s

1 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
2 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
3 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
4 specified address, postmarked on or before the Response Deadline.

5 x. "PAGA Amount" means the allocation of Six Thousand Dollars and Zero Cents
6 (\$6,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)
7 of the PAGA Amount, or \$4,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the
8 remaining twenty-five percent (25%), or \$1,500.00, will be distributed to the PAGA Employees (i.e.,
9 the PAGA Employee Amount).

10 y. "PAGA Employee(s)" means all current and former hourly-paid and/or non-
11 exempt employees who worked for Defendants in the State of California at any time during the PAGA
12 Period.

13 z. "PAGA Employee Amount" means the amount of One Thousand Five Hundred
14 Dollars and Zero Cents (\$1,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA
15 Employees on a *pro rata* basis based on their Pay Periods.

16 aa. "PAGA Period" means the period from August 30, 2022 through July 31, 2023.

17 bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA
18 Claims.

19 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
20 for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period.
21 Pay Periods will be calculated by the Settlement Administrator.

22 dd. "Preliminary Approval" means the date on which the Court enters the
23 Preliminary Approval Order.

24 ee. "Preliminary Approval Order" means the order granting preliminary approval
25 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
26 the Court.

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1 ff. “Released Class Claims” means any and all claims which were alleged or which
2 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
3 arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure
4 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
5 payments, timely pay wages during employment and upon termination, provide accurate wage
6 statements, and reimburse necessary business-related expenses in violation of California Labor Code
7 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and
8 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and
9 Professions Code sections 17200, *et seq.*

10 gg. “Released PAGA Claims” means any and all claims arising from any of the
11 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
12 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
13 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay overtime
14 and minimum wages, provide compliant meal and rest periods and associated premium payments,
15 timely pay wages during employment and upon termination, provide compliant wage statements,
16 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
17 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
18 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission
19 Wage Order.

20 hh. “Released Parties” means Defendants and their current and former officers,
21 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
22 assigns. The Released Parties do not include DD 29 Enterprises, Inc., Douglas Ambrose, and David
23 Stein.

24 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
25 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
26 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
27 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
28 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the

Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ Counsel. If a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

kk. “Settlement Administrator” means Apex Class Action LLC, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or have a relationship with the Settlement Administrator that could create a conflict of interest.

11. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 15.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator.

CLASS CERTIFICATION

10. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as

1 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
2 be admissible in connection with, the issue of whether certification would be inappropriate in a non-
3 settlement context.

4 **TERMS OF THE AGREEMENT**

5 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
6 forth herein, the Parties agree, subject to the Court's approval, as follows:

7 12. **Attorneys' Fees and Costs.** Defendants agree not to oppose or impede any application
8 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
9 Gross Settlement Amount (i.e., \$38,500.00 if the Gross Settlement Amount is \$110,000.00) and
10 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
11 of the Action, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00),
12 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
13 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
14 the Action, including without limitation all work performed and costs incurred to date, and all work
15 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
16 Settlement Agreement, including any objections raised and any appeals necessitated by those
17 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
18 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
19 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
20 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
21 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

22 13. **Enhancement Payment.** Defendants agree not to oppose or impede any application or
23 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
24 Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross
25 Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement
26 Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee.
27 Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax
28 purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue

an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Six Thousand Dollars and Zero Cents (\$6,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$4,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$1,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

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1 16. Escalator Clause. Defendants have represented that the Class Members worked a total
2 of 3,000 Workweeks during the Class Period. If it is determined by the Settlement Administrator that
3 the total number of Workweeks worked by the Class Members during the Class Period actually
4 exceeds 3,000 by more than 10% (i.e., if the Workweeks exceed 3,300), then the Gross Settlement
5 Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of
6 Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks
7 increases by 11% to 3,330 Workweeks, then the Gross Settlement Amount will increase by 1%.

8 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
9 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
10 Workweeks, as follows:

11 a. After Preliminary Approval, the Settlement Administrator will divide the Net
12 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
13 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
14 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
15 entitled to receive under the Class Settlement.

16 b. After Final Approval, the Settlement Administrator will divide the final Net
17 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
18 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
19 Value to yield each Settlement Class Member's final Individual Settlement Share.

20 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
21 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
22 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
23 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
24 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
25 Value to yield each PAGA Employee's Individual PAGA Payment.

26 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
27 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
28 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be

1 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
2 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
3 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
4 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
5 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
6 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
7 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
8 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

9 20. Administration of Taxes by the Settlement Administrator. The Settlement
10 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
11 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
12 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
13 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
14 taxes and other legally required withholdings to the appropriate government authorities.

15 21. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
16 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
17 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
18 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
19 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
20 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
21 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
22 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
23 Members, and PAGA Employees should consult with their tax advisors concerning the tax
24 consequences of any payment they receive under the Settlement.

25 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
26 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
27 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
28 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

1 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
2 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
3 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
4 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
5 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
6 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
7 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
8 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
9 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
10 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
11 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
12 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
13 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
14 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
15 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
16 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
17 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
18 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
19 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

20 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
21 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
22 are issued to the payee. It is expressly understood and agreed that payments made under this
23 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
24 to additional compensation or benefits under any new or additional compensation or benefits, or any
25 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
26 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
27 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
28 any contrary language or agreement in any benefit or compensation plan document that might have

1 been in effect during the Class Period).

2 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

3 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
4 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
5 Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a
6 draft of the preliminary approval motion before filing it with the Court. Defendants agree not to
7 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
8 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
9 Order seeking the following:

- 10 a. Conditionally certifying the Class for settlement purposes only;
- 11 b. Granting Preliminary Approval of the Settlement;
- 12 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 13 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 14 e. Approving as to form and content, the mutually-agreed upon and proposed
15 Class Notice and directing its mailing by First Class U.S. Mail;
- 16 f. Approving the manner and method for Class Members to request exclusion
17 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 18 g. Scheduling a Final Approval Hearing at which the Court will determine whether
19 Final Approval of the Settlement should be granted.

20 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
21 Class Counsel shall notify the LWDA of the Settlement.

22 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
23 Defendants will provide the Class List to the Settlement Administrator.

24 27. Notice by First-Class U.S. Mail.

- 25 a. Within seven (7) calendar days after receiving the Class List from Defendants,
26 the Settlement Administrator will perform a search based on the National Change of Address Database
27 or any other similar services available, such as provided by Experian, for information to update and
28 correct for any known or identifiable address changes, and will mail a Class Notice in English and

Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to provide notice of the Settlement.

28. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member, Defendants' records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

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1 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
3 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
4 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
5 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
6 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
7 submitted and also identify the individuals who have submitted a timely and valid Request for
8 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
10 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
11 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
12 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
13 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
14 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
15 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
16 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
17 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
18 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
19 submit a Request for Exclusion.

20 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
21 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
22 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
23 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
24 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
25 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
26 and complete and which were not) and also attach them to a declaration that is to be filed with the
27 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
28 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or

1 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
2 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
3 whether they have submitted a Notice of Objection.

4 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
5 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
6 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
7 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
8 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
9 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
10 Agreement as needed or requested and immediately notify the Parties when it receives a request from
11 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
12 Dispute.

13 32. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
14 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
15 Agreement. Defendants must exercise this right of rescission in writing that is provided to Class
16 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
17 number of Class Members who have submitted timely and valid Requests for Exclusion following the
18 Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement
19 administration owed to the Settlement Administrator incurred up to that date.

20 33. Certification of Completion. Upon completion of administration of the Settlement, the
21 Settlement Administrator will provide a written declaration under oath to certify such completion to
22 the Court and counsel for all Parties.

23 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
24 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
25 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
26 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
27 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
28 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.

1 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
2 Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion
3 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
4 Approval Order and Judgment, which will provide for, in substantial part, the following:

5 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
6 consummation of its terms and provisions;

7 b. Certification of the Settlement Class;

8 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

9 d. Approval of the application for Enhancement Payment to Plaintiff;

10 e. Directing Defendants to fund all amounts due under the Settlement Agreement
11 and ordered by the Court; and

12 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
13 conformity with California Rules of Court 3.769 and the Settlement Agreement.

14 35. Funding of the Gross Settlement Amount. No later than five (5) business days after
15 the Effective Date, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement
16 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
17 by the Settlement Administrator. Defendants shall provide all information necessary for the
18 Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state
19 unemployment insurance tax ID number, and other information requested by the Settlement
20 Administrator, no later than five (5) business days after the Effective Date.

21 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the
22 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
23 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
24 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
25 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
26 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
timely forward these to the appropriate government authorities.

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1 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
2 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
3 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
4 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
5 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
6 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
7 Members and PAGA Employees are not required to submit a claim to be issued an Individual
8 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
9 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
10 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
11 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
12 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
13 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
14 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
15 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
16 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
17 amended and/or supplemental tax filings and reporting required under applicable local, state, and
18 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
19 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
20 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
21 Employees who's Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
22 PAGA Settlement.

23 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross
24 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
25 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
26 Released Class Claims.

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1 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all
3 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
4 relinquished, and discharged the Released Parties of all Released PAGA Claims.

5 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
6 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
7 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
8 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
9 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
10 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
11 and/or separation of employment with Defendants, which Plaintiff, at any time during the Class Period,
12 had or claimed to have or may have. It is agreed that this is a general release and is to be broadly
13 construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph
14 expressly does not include a release of any claims that cannot be released hereunder by law. Any and
15 all rights granted under any state or federal law or regulation limiting the effect of this Settlement
16 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
17 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
19 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
20 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
21 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
22 **THE DEBTOR OR RELEASED PARTY.**

23 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
24 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
25 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
26 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
27 Class will be required.

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1 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
2 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
3 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
4 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
5 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
6 Settlement Agreement.

7 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the
8 Settlement Agreement shall have the following effects:

9 a. The Settlement Agreement shall be void and shall have no force or effect, and
10 no Party shall be bound by any of its terms;

11 b. In the event the Settlement Agreement is terminated, Defendants shall have no
12 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
13 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
14 Administrator is notified that the Settlement has been terminated;

15 c. The Preliminary Approval Order and Final Approval Order and Judgment,
16 including any order certifying the Class, shall be vacated;

17 d. The Settlement Agreement and all negotiations, statements, and proceedings
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
19 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

20 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
21 statements, or filings in furtherance of the Settlement (including all matters associated with the
22 mediation) shall be admissible or offered into evidence in the Action or any other action for any
23 purpose whatsoever; and

24 f. Any documents generated to bring the Settlement into effect, will be null and
25 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

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1 44. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

5 45. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
6 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
7 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8 46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
17 Agreement.

18 47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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1 49. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 50. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and PAGA Employee.

17 51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 52. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 53. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 55. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

12 57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
15 specifically deny, they have violated any federal, state, or local law; violated any regulations or
16 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
17 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
18 or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this
19 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
20 it, shall be construed as an admission or concession by Defendants of any such violations or failures
21 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
22 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
23 received as evidence in any action or proceeding to establish any liability or admission on the part of
24 Defendants or to establish the existence of any condition constituting a violation of, or a non-
25 compliance with, federal, state, local, or other applicable law.

26 58. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 60. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 61. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 62. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiff and Class Counsel:

18 Jonathan M. Genish

19 jgenish@blackstonepc.com

20 Karen I. Gold

21 kgold@blackstonepc.com

22 Marissa A. Mayhood

23 mmayhood@blackstonepc.com

24 Alexandra Rose

25 arose@blackstonepc.com

26 **BLACKSTONE LAW, APC**

27 8383 Wilshire Boulevard, Suite 745

28 Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendants:

Ulrich R. McNulty

urm@ssslaw.com

SCHLECHT, SHEVLIN, & SHOENBERGER, APC

801 E Tahquitz Canyon Way, Ste 100,

Palm Springs, California 92262

Tel: (760)-320-7161 / Fax: (760)-323-1758

1 63. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
2 cooperate with each other in good faith and use their best efforts to implement the Settlement,
3 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
4 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
5 content of any document needed to implement the Settlement Agreement, or on any supplemental
6 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
7 may seek the assistance of the Mediator and then the Court to resolve such disagreement.
8

9 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
10 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

11 **IT IS SO AGREED.**

12 **PLAINTIFF ALEXIS STUART-DRINNEN**

13 Dated: 09/22/2025
14

Alexis Stuart-Drinnen

Plaintiff Alexis Stuart-Drinnen

15 **DEFENDANT DICARLO'S ITALIAN CAFE,**
16 **LLC**

17 Dated: 9/24/2025
18

Full Name: Tien Lung Chen

19 Title: CEO
20 On behalf of Defendant DiCarlo's Italian Cafe,
21 LLC

22 Dated: 9/24/2025
23
24
25
26
27
28

DEFENDANT TIEN LUNG CHEN

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.
Superior Court of California for the County of San Bernardino, Case No. CIVSB2313579

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Alexis Stuart-Drinnen ("Plaintiff") and Defendants DiCarlo's Italian Cafe, LLC and Tien Lung Chen (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"Class Period" means the period from August 30, 2022 through July 31, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from August 30, 2022 through July 31, 2023.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On June 7, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On June 12, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On September 15, 2023, Plaintiff filed a First Amended Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Alexis Stuart-Drinnen as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$38,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Six Thousand Dollars and Zero Cents (\$6,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$4,500.00) (“LWDA Payment”) and the remaining 25% (\$1,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion

("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From August 30, 2022 through July 31, 2023 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 30, 2022 through July 31, 2023 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendants and their current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. The Released Parties do not include DD 29 Enterprises, Inc., Douglas Ambrose, and David Stein.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$38,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo’s Italian Cafe, LLC, et al.*, Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo’s Italian*

Cafe, LLC, et al., Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk's office located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/>, clicking on "Search" at the top of the screen, clicking "CASE INFORMATION" from the drop down, and typing in the Case Number (CIVSB2313579).

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

EXHIBIT 2

1 Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
2 Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
3 Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
4 **BLACKSTONE LAW, APC**
5 8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
6 Tel: (310) 622-4278 / Fax: (855) 786-6356

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

DEC 11 2025


BY: Amaris Morales Eumana, Deputy

7 Attorneys for Plaintiff ALEXIS STUART-DRINNEN,
8 individually, and on behalf of all similarly aggrieved employees
and the putative class

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 ALEXIS STUART-DRINNEN, individually,
12 and on behalf of other members of the general
13 public similarly situated,

14 Plaintiffs,

15 vs.

16 DICARLO'S ITALIAN CAFE, LLC, a
17 California limited liability company; DD 29
18 ENTERPRISES, INC., a California
19 corporation; DOUGLAS AMBROSE, as an
individual; DAVID STEIN, as an individual;
20 TIEN LUNG CHEN, as an individual; and
DOES 6 through 25, inclusive,

21 Defendants.
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Case No.: CIVSB2313579

Honorable Christian Towns
Department S26

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 11, 2025
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: June 12, 2023
FAC Filed: September 15, 2023
Trial Date: Not Set

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[PROPOSED] ORDER

On December 11, 2025 at 8:30 a.m. in Department S26 of the above-captioned Court located at 247 West Third Street, San Bernardino, California 92415, Plaintiff Alexis Stuart-Drinnen's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Christian Towns. Blackstone Law, APC appeared on behalf of Plaintiff and Schlecht, Shevlin & Shoenberger, ALC appeared on behalf of Defendants DiCarlo's Italian Cafe, LLC and Tien Lung Chen (together, "Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
5 when balanced against the probable outcome of further litigation relating to certification, liability, and
6 damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
12 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
13 protect the interests of the members of the Class; (e) a class action is superior to other available
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
15 counsel for Plaintiff in her individual capacity and as the representative of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All current and former hourly-paid and/or non-exempt employees who worked for
19 Defendants in the State of California at any time during the Class Period.

20 (The Class Period is defined as the period from August 30, 2022, through July 31,
21 2023.

22 7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Marissa A.
23 Mayhood, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

24 8. The Court provisionally appoints Plaintiff Alexis Stuart-Drinnen as the representative
25 of the Class ("Class Representative").

26 9. The Court provisionally appoints Apex Class Action LLC, to handle the administration
27 of the Settlement ("Settlement Administrator").

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1 10. Within fourteen (14) calendar days after entry of this Order, Defendants will provide
2 the Settlement Administrator with the following information for each Class Member: (1) full name;
3 (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendants during
4 the Class Period; and (5) such other information as is necessary for the Settlement Administrator to
5 calculate Workweeks and Pay Periods (collectively referred to as the "Class List") in conformity with
6 the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
8 ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
9 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members' right to dispute the Workweeks and/or Pay Periods credited to each of them by
13 submitting a Dispute, and of each Settlement Class Member's right and opportunity to object to the
14 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
15 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
16 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
17 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
18 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
19 Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven (7) calendar
20 days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
24 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
25 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
26 Settlement Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed
27 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
28 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

1 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
2 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
3 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
4 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
5 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
6 bound by the Settlement Agreement and any final judgment based thereon.

7 13. A Final Approval Hearing shall be held before this Court on
8 JUNE 9, 2026 at 8:30 a.m./~~p.m.~~ in Department S26 of the San
9 Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California
10 92415, to determine all necessary matters concerning the Settlement, including: whether the proposed
11 settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate,
12 and reasonable and should be finally approved by the Court; whether a judgment, as provided in the
13 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
14 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and
15 determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment,
16 Settlement Administration Costs, and allocation for the PAGA Amount.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
18 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
19 appropriate declarations and supporting evidence, including the Settlement Administrator's
20 declaration, by MAY 26, 2026, to be heard at the Final Approval Hearing.

21 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
22 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
23 Objection must be signed and must contain the information that is required, as set forth in the Class
24 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
25 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
26 regardless of whether they have submitted a Notice of Objection.

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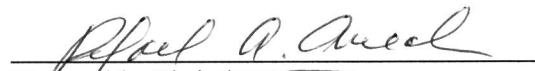
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1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7 17. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12 Dated: 12-11-25


Honorable Christian Towns
Judge of the Superior Court

RAFAEL A ARREOLA

RAFAEL A ARREOLA

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.
Superior Court of California for the County of San Bernardino, Case No. CIVSB2313579

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Alexis Stuart-Drinnen ("Plaintiff") and Defendants DiCarlo's Italian Cafe, LLC and Tien Lung Chen (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"Class Period" means the period from August 30, 2022 through July 31, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from August 30, 2022 through July 31, 2023.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On June 7, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On June 12, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On September 15, 2023, Plaintiff filed a First Amended Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Alexis Stuart-Drinnen as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$38,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Six Thousand Dollars and Zero Cents (\$6,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$4,500.00) ("LWDA Payment") and the remaining 25% (\$1,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion

("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- From August 30, 2022 through July 31, 2023 (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From August 30, 2022 through July 31, 2023 (i.e., the PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendants and their current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. The Released Parties do not include DD 29 Enterprises, Inc., Douglas Ambrose, and David Stein.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$38,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo's Italian*

Cafe, LLC, et al., Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk's office located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/>, clicking on "Search" at the top of the screen, clicking "CASE INFORMATION" from the drop down, and typing in the Case Number (CIVSB2313579).

You may also visit the Settlement Administrator's website at [\[redacted\]](#) for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class

and PAGA action.

- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement

of wage and hour class and PAGA action.

- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage

and hour class and PAGA action.

- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case

No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior

Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County

Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County

Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*,

Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement

of wage and hour class and PAGA action.

- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case

No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court,

Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action

pursuant to PAGA.

- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
Stuart-Drinnen v. DiCarlo's Italian Café LLC			
11/30/2022	Mailing	Welcome Pkg	\$1.20
12/1/2022	Mailing	Records Request to Dicarlos Italian Cafe LLC	\$7.82
6/7/2023	Filing	PAGA Letter Filing Fee	\$75.00
6/7/2023	Mailing	PAGA Letter to Dicarlos Italian Cafe LLC	\$8.10
6/30/2023	Filing	First Legal - Complaint Packet	\$1,608.08
7/31/2023	Filing	First Legal - Notice of Initial Case Management Conference	\$100.28
7/31/2023	Filing	First Legal - Summons	\$177.08
8/24/2023	Mailing	Service - Clerk's Notice of Continuance to Law Office of Peter L. Tripodes	\$0.63
8/31/2023	Filing	Steno - Joint Case Management Statement	\$99.00
8/31/2023	Filing	First Legal - Notice for Remote Appearance	\$161.08
9/20/2023	Filing	Steno - Amended Complaint	\$108.00
3/5/2024	Filing	Steno - Notice and Acknowledgement of Receipt (David Stein, DD 29, and Douglas Ambrose)	\$59.95
3/5/2024	Filing	Steno - Notice and Acknowledgement of Receipt (DiCarlo's and Tien Lung Chen)	\$59.95
6/14/2024	Filing	Steno - Request for Dismissal	\$59.95
7/25/2024	Mediation	Payment to Judicate West	\$7,875.00
6/25/2024	Mailing	Check to Judicate West	\$5.04
8/6/2024	Filing	Steno - Joint Stipulation to Continue	\$59.95
9/4/2024	Filing	Steno - Joint Case Management Statement	\$59.95
9/9/2024	Filing	Steno - Joint Stipulation to Continue Motion	\$59.95
11/11/2024		San Bernardino Superior Court - Document Purchase	\$2.50
11/11/2024	Filing	Steno - Courtesy Copy Delivery: Joint Stipulation and Order	\$202.00
11/11/2024	Filing	Steno - Joint Stipulation and Order	\$86.95
2/3/2025	Filing	Steno - Notice of Continued Further Case Management Conference	\$59.95
7/22/2025	Filing	Steno - Joint Stipulation and Order	\$86.95
10/23/2025	Filing	Steno - Motion for Preliminary Approval	\$140.95
12/4/2025	Filing	Steno - Request for Dismissal	\$59.95
12/10/2025	Filing	Steno - Notice of Remote Appearance	\$59.95
1/5/2026	Filing	Steno - Notice of Entry of Order (MPA)	\$59.95
1/26/2026	Filing	Steno - Courtesy Copy Delivery: Joint Stipulation to Vacate Class Cert.	\$99.00
2/3/2026	Filing	Steno - Joint Stipulation to Vacate Class Cert.	\$86.95
3/24/2026	Filing	Steno - Case Management Statement	\$59.95
	Filing	Estimated Cost - Steno: Motion for Final Approval and Supporting Documents ("MFA")	\$140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Order (MFA)	\$59.95
	Filing	Estimated Cost - Steno: Administrator's Declaration re Disbursement	\$59.95
		TOTAL:	\$11,851.91