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Attorneys for Plaintiff Alexis Stuart-Drinnen and the Class

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 NORMA AYALA OF APEX CLASS ACTION LLC, REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

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

I, Norma Ayala, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for Apex Class Action, LLC, (hereinafter referred to as "Apex"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above *Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice of Class Action Settlement* in English and Spanish (referred to as "Class Notice"); (b) receiving and processing Requests for Exclusion, Notices of Objection, and Disputes; (c) calculating individual settlement award amounts; (d) processing and mailing settlement award checks; (e) handling tax withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns and other applicable tax forms; (g) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On December 11, 2025, Class Counsel provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel before being mailed.

5. On December 12, 2025, Defendants' counsel provided Apex with the Class List, comprising the full names, social security numbers, last known mailing addresses, dates worked for Defendants during the Class Period, and such other information as is necessary to calculate Workweeks and Pay Periods. Apex's data manager used this information to calculate the total number of relevant Workweeks for each Class Member and the total number of relevant Pay Periods for each PAGA Employee. Apex reviewed & cleansed the data for duplicates, discrepancies and any potential missing information. The final Class List consisted of a total of 91 individuals identified as Class Members who worked 1,703 Workweeks. Accordingly, the Escalator Clause was not triggered.

6. In preparation for the mailing process, all 91 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Defendants' counsel was used for the mailing of the Class Notice.

7. On January 16, 2026, the Class Notice was sent to all 91 individuals listed in the Class List using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

8. As of the date of this declaration, our office has received 19 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 19 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip-trace effort resulted in obtaining 14 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class Mail.

9. As of the date of this declaration, five (5) Class Notices have been considered undeliverable as no updated address was found despite conducting skip tracing.

REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)

10. As of the date of this declaration, Apex has not received any Requests for Exclusion. The Response deadline was March 2, 2026. The extended Response Deadline was March 17, 2026.

11. As of the date of this declaration, Apex has not received any Notices of Objections. The Response Deadline was March 2, 2026. The extended Response Deadline was March 17, 2026

12. As of the date of this declaration, Apex has not received any Disputes. The Response Deadline was March 2, 2026. The extended Response Deadline was March 17, 2026.

13. As of the date of this declaration, Apex reports 91 Settlement Class Members, constituting 100% of the Class.

ALLOCATION OF GROSS SETTLEMENT AMOUNT

14. The Net Settlement Amount available to Settlement Class Members is estimated to be $31,750.00, which was calculated by subtracting the requested attorneys' fees ($38,500.00), the maximum amount allocated for litigation costs and expenses ($20,000.00), the requested Enhancement Payment ($7,500.00), the requested Settlement Administration Costs ($6,250.00), and the PAGA Amount ($6,000.00) from the Gross Settlement Amount ($110,000.00).

15. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to be approximately $820.32, the *average* Individual Settlement Share is currently estimated to be approximately $348.90, and the *lowest* Individual Settlement Share is currently estimated to be approximately $18.64. These amounts are subject to employee-side tax and withholdings.

16. Pursuant to the Settlement, 25% of the PAGA Amount ($1,500.00) will be allocated to PAGA Employees regardless of whether they opt out of the class settlement. PAGA Employees cannot opt out of the PAGA settlement. There are 91 PAGA Employees who worked a total of 1,703 Pay Periods during the PAGA Period.

17. The *highest* Individual PAGA Payment to a PAGA Employee is approximately $38.76, the *average* Individual PAGA Payment is approximately $16.48, and the *lowest* Individual PAGA Payment is approximately $0.88.

ADMINISTRATION COSTS

18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $6,250.00. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake. A copy of Apex's quote is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 21st day of May 2026, in Irvine, California.

Norma Ayala

NORMA AYALA

EXHIBIT A

Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC» «D
«Full_Name»
«Address_1»
«City», «State» «Zip»

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 December 11, 2025 the Court granted preliminary approval of the settlement and scheduled a hearing on June 9, 2026 at 8:30 a.m. ("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 December 11, 2025 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 «Class_Weeks» Workweeks.**
- **From August 30, 2022 through July 31, 2023 (i.e., the PAGA Period), you are credited as having worked «PAGA_Weeks» 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 March 2, 2026**.

C. <u>Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)</u>

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 <u>$«Est_Class_PMT»</u>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**
>
> **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be <u>$«Est_PAGA_PMT»</u> 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. <u>Release of Claims</u>

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. <u>Attorneys' Fees and Costs to Class Counsel</u>

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. <u>Enhancement Payment to Plaintiff</u>

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. <u>Settlement Administration Costs to Settlement Administrator</u>

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. <u>WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?</u>

A. <u>Participate in the Settlement</u>

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:

Apex Class Action
PO Box 54668, Irvine, CA 92619

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 March 2, 2026.**

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 March 2, 2026.**

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 **June 9, 2026**, at **8:30 a.m.,** 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 www.apexclassaction.com/dicarloscafe at 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: 1-800-355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.

Tribunal Superior de California, Condado de San Bernardino, Caso No. CIVSB2313579

POR FAVOR, LEA ESTE AVISO DE CLASE CON CUIDADO

Ha recibido este Aviso de Clase porque los registros del Demandado indican que es elegible para formar parte del acuerdo de demanda colectiva, alcanzado en el caso de referencia anterior.

No debe hacer nada para recibir un pago del acuerdo

Este Aviso de Demanda está diseñado para informarle de sus derechos y opciones respecto del Acuerdo, así como de cómo puede excluirse del Acuerdo de Clase, objetar al mismo y/o impugnar el número de Semanas Laborales y/o Periodos de Pago que se le han acreditado, si así lo desea.

SE LE NOTIFICA QUE: Un acuerdo de demanda colectiva y representativa ha sido alcanzado entre la Demandante Alexis Stuart-Drinnen ("Demandante") y los Demandados DiCarlo's Italian Cafe, LLC y Tien Lung Chen (en conjunto, "Demandados") (Demandante y Demandados, colectivamente, se denominan "Partes") en este caso titulado *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2313579 ("Demanda"), que pudiese afectar sus derechos legales. El 11 de diciembre de 2025 el Tribunal ha otorgado la aprobación preliminar del acuerdo y ha programado una audiencia el 9 de junio de 2026 a las 8:30 a.m. ("Audiencia de Aprobación Final"), para determinar la aprobación final.

I. DEFINICIONES IMPORTANTES

"**Clase**" o "**Miembro(s) de Clase**" se refiere a todos los empleados —pasados y actuales— pagados por hora y/o no exentos que trabajaron en California para los Demandados durante el Periodo de Clase.

"**Periodo de Clase**" se refiere al período comprendido entre el 30 de agosto de 2022 y el 31 de julio de 2023.

"**Acuerdo de Clase**" se refiere al acuerdo y a la resolución de todas las Reclamaciones Liberadas de Clase.

"**Empleado(s) de PAGA"** se refiere a todos los empleados —pasados y actuales— pagados por hora y/o no exentos que trabajaron en California para los Demandados durante el Periodo de PAGA.

"**Período de PAGA**" se refiere al periodo del 30 de agosto de 2022 al 31 de julio de 2023.

"**Acuerdo de PAGA**" se refiere al acuerdo y a la resolución de todas las Reclamaciones Liberadas de PAGA.

II. CONTEXTO DE LA ACCIÓN

El 7 de junio de 2023, la Demandante proporcionó aviso escrito a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo ("LWDA") y a los Demandados sobre las disposiciones específicas del Código Laboral de California que la Demandante sostiene que fueron violadas ("Carta de PAGA"). El 12 de junio de 2023, la Demandante inició una supuesta demanda colectiva al interponer una Denuncia Colectiva por Daños en la Demanda. El 15 de septiembre de 2023, la Demandante interpuso una Primera Demanda Colectiva Enmendada ("Denuncia Operativa") en la Demanda.

La Demandante sostiene que los Demandados fallaron en el pago apropiado de salarios mínimos y horas extra, proporcionar periodos de descanso y comida, y primas asociadas, pago a tiempo durante la contratación y liquidación de salarios de terminación laboral y sanciones por tiempo de espera asociadas, no proporcionaron recibos correctos de salarios, y reembolso de gastos comerciales, y así mismo involucramiento en prácticas comerciales desleales en violación del Código de Profesiones y Negocios de California, artículo 17200, y sig., y conducta que surge a sanciones bajo la Ley de Procuradores Generales Privados de 2004 en virtud del Código Laboral de California, Artículos 2698, *y sig.* ("PAGA"). La Demandante solicita, entre otras cosas, recuperar salarios adeudados y primas por periodos de comida y descanso, el reembolso de gastos comerciales, la restitución, las sanciones, los intereses y los costos de abogados.

Los Demandados niegan todas las alegaciones en la Demanda o de haber infringido cualquier ley.

Las Partes participaron en una mediación con un respetado mediador de demandas colectivas y, como resultado, alcanzaron un acuerdo. Las Partes, desde ese momento, han celebrado una Estipulación Conjunta de Demanda Colectiva y un Acuerdo de PAGA ("Acuerdo" o "Acuerdo de Transacción").

El 11 de diciembre de 2025, el Tribunal dictó una orden de aprobación preliminar del Acuerdo. El Tribunal nombró a Apex Class Action LLC como administrador del acuerdo ("Administrador del Acuerdo"), al Demandante Alexis Stuart-Drinnen como representante de la Clase ("Representante de Clase") y a los siguientes abogados del Demandante como ("Abogados de Clase"):

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

Si usted es un Miembro de Clase, no necesita realizar ninguna acción para recibir un Pago Individual del Acuerdo, pero si tiene la oportunidad de solicitar exclusión del Acuerdo Colectivo (en ese caso, no recibirá un Pago Individual del Acuerdo), objetar al Acuerdo Colectivo, y/o impugnar las Semanas Laborales y/o Periodos de Pago que se le acrediten, si decide, como se explica más en las Secciones III y IV a continuación. Si usted es un Empleado de PAGA, no necesita realizar ninguna acción para recibir un Pago Individual del Acuerdo; no tendrá la oportunidad de objetar ni de buscar la exclusión del Acuerdo de PAGA, y todos los Empleados de PAGA estarán sujetos al Acuerdo de PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y una conciliación de las numerosas reclamaciones en cuestión. Nada en el Acuerdo está destinado ni será interpretado como una admisión por los Demandados de que las reclamaciones en la Demanda tienen mérito, ni de que los Demandados tienen alguna responsabilidad con la Demandante, los Miembros de Clase ni los Empleados de PAGA. La Demandante y los Demandados, y sus respectivos abogados, han concluido y acordado que, ante los riesgos e incertidumbres de continuar con la litigación, el Acuerdo es justo, razonable y adecuado, y está en lo mejor de los intereses de los Miembros de Clase, del Estado de California y de los Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto total del acuerdo es por ciento diez mil dólares y cero centavos ($110,000.00) La parte del Monto Total del Acuerdo disponible para los Miembros de Clase se refiere al "Monto Neto del Acuerdo"." El Monto Neto del Acuerdo será el Monto Neto del Acuerdo menos los siguientes pagos que son sujetos a aprobación del Tribunal: (1) costos de abogados, en un monto que no excede el treinta y cinco por ciento (35 %) del Monto Total del Acuerdo (es decir, $38,500.00), y el reembolso de costos de litigación, en el monto que no excede de veinte mil dólares y cero centavos ($20,000.00) a los Abogados de Clase; (2) Pago de Incentivo en un monto que no excede de siete mil quinientos dólares ($7,500.00) a la Demandante por sus servicios en la Demanda; (3) un monto de seis mil dólares y cero centavos ($6,000.00) asignados a sanciones civiles bajo Ley de Procuradores Generales Privados ("Monto de PAGA"), del cual la LWDA tendrá un pago del 75% ($4,500.00) ("Pago de LWDA") y el 25% restante ($1,500.00) será distribuidos a los Empleados de PAGA ("Monto de Empleado de PAGA"); y (4) Costos de Administración del Acuerdo en un monto que no excede los seis mil doscientos cincuenta dólares y cero centavos ($6,250.00) al Administrador del Acuerdo.

Los Miembros de Clase aplican para recibir un pago, bajo el Acuerdo de Clase, de su parte *prorrateada* del Monto Neto del Acuerdo ("Parte Individual del Acuerdo"), con base en el número de semanas trabajadas por cada Miembro de Clase para los Demandados como empleado pagador por hora y/o no exento en California durante el Periodo de Clase ("Semanas laborales"). El Administrador del Acuerdo ha divido el Monto Neto del Acuerdo por las Semanas Laborales de todos los Miembros de Clase para obtener el "Valor Estimado de Semana Laboral", y multiplicar las Semanas Laborales de cada Miembro de Clase por el Valor Estimado de Semana Laboral para obtener el estimado de la Parte Individual del Acuerdo que cada Miembro de Clase debe obtener para recibir bajo el Acuerdo de Clase (que está enlistado en la Sección III.C a continuación). A los Miembros de Clase que no soliciten a tiempo y con validez su Exclusión ("Miembros de Clase del Acuerdo"), se les enviarán sus Pagos Individuales del Acuerdo.

Cada Parte Individual del Acuerdo será asignada como el veinte por ciento (20%) a salarios, el cual será reportado en el Formulario W-2 de IRS, y el ochenta por ciento (80%) a sanciones, intereses y daños no salariales, que serán reportados en el Formulario 1099 de IRS (si aplica). Cada Parte Individual del Acuerdo estará sujeta a la reducción de la parte del empleador respecto de los impuestos de nómina y de la parte salarial de la Parte Individual del Acuerdo, con lo cual se obtendrá el pago neto al Miembro de Clase del Acuerdo ("Pago Individual del Acuerdo"). La parte del empleador de impuestos y contribuciones en conexión con la porción salarial de las Partes Individuales del Acuerdo ("Impuestos del Empleador") será pagada por separado por los Demandados, así como el Monto Total del Acuerdo.

Los Empleados de PAGA son elegibles para recibir pago bajo el Acuerdo de PAGA de su parte, *prorrateado* del Monto de Empleado de PAGA ("Pago Individual de PAGA"), con base en el número de periodos de paga en que cada Empleado de PAGA trabajó como empleado pagado por hora y/o no exento, para los Demandados en California durante el Período de PAGA ("Periodos de Pago"). El Administrador del Acuerdo ha dividido el Monto de Empleado de PAGA, es decir, el 25% del Monto de PAGA, por los Periodos de Pago de todos los Empleados PAGA para obtener el "Valor de Periodo de Pago de PAGA", y multiplicarlo por cada Periodo de Pago de Empleado de PAGA individual, por el Valor de Periodo de Pago de PAGA para obtener cada Pago Individual de Empleado de PAGA.

Cada Pago Individual de PAGA será asignado al cien por ciento (100%) a sanciones, no estará sujeto a impuestos ni a deducciones, y será reportado en el Formulario 1099 del IRS (si aplica).

Si el Tribunal otorga aprobación final del Acuerdo, los Pagos Individuales del Acuerdo serán enviados a los Miembros de Clase del Acuerdo y los Pagos Individuales de PAGA, serán enviados por correo postal a todas las direcciones de Empleados de PAGA que están registradas con el Administrador del Acuerdo. **Si la dirección a la cual este Aviso de Clase ha sido enviado no es correcta, o si usted se ha mudado después de recibir este Aviso de Clase, debe proporcionar su dirección correcta al Administrador del Acuerdo cuanto antes posible, para asegurarse de que recibirá cualquier pago al que usted sea elegible bajo el Acuerdo.**

B. Sus Semanas Laborales y Periodos de Pago (si aplica). Con base en los registros de los Demandados

De acuerdo con los registros de los Demandados:

- **Del 30 de Agosto de 2022 al 31 de julio de 2023 (es decir, el Periodo de Clase), se le ha acreditado que trabajó «Class_Weeks» Semanas laborales.**
- **Del 30 de Agosto de 2022 al 31 de julio de 2023 (es decir, el Periodo de PAGA), se le ha acreditado que trabajó «PAGA_Weeks» Periodo de Pago.**

Si desea impugnar las Semanas Laborales y/o los Periodos de Pago que se le han acreditado, debe enviar una impugnación por escrito al Administrador del Acuerdo ("Impugnación"). La Impugnación debe: (a) contener el nombre y número de caso de la Demanda (*Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, Caso No. CIVSB2313579); (b) su nombre completo, firma, dirección, número telefónico, y los últimos cuatro dígitos (4) de su número de Seguro Social; (c) mencionar claramente que desea impugnar el número de Semanas Laborales y/o Periodos de Pago que se le han acreditado y lo que usted afirma es el número correcto; y (d) enviarlo por correo postal al Administrador del Acuerdo a la dirección específica en la Sección IV.B, con sello postal **a más tardar el 2 de marzo de 2026.**

C. Estimado de su Parte Individual del Acuerdo y Pago Individual de PAGA (si aplica)

Como se explicó anteriormente, su estimación de la Parte Individual del Acuerdo y del Pago Individual de PAGA (si aplica) se basa en el número de Semanas Laborales y Periodos de Pago (si aplica) que se le han acreditado.

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima en $«Est_Class_PMT». La Parte Individual del Acuerdo está sujeta a la reducción de la parte de impuestos de los empleados y de las deducciones respecto de la parte salarial de la Parte Individual del Acuerdo, y será distribuida únicamente si el Tribunal aprueba el Acuerdo y

luego de que este entre en vigencia.

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en $<u>«Est_PAGA_PMT»</u> y se distribuirá únicamente si el Tribunal aprueba el Acuerdo y este entra en vigor.

El proceso de aprobación del acuerdo puede tomar un par de meses. Su Parte Individual del Acuerdo y el de PAGA (si aplica), reflejados en este Aviso de Clase, son solamente estimaciones. El monto real de la Parte Individual del Acuerdo y el de PAGA (si aplica) pueden variar.

D. Liberación de Reclamaciones

Tras la Fecha de Vigor y haber financiado el Monto Total del Acuerdo, la Demandante y todos los Miembros de Clase del Acuerdo considerarán, finalmente y para siempre, exonerar, concluir, comprometer, renunciar y cancelar a las Partes Exoneradas de todas las Reclamaciones Liberadas de Clase.

Tras la Fecha de Vigor y haber financiado el Monto Total del Acuerdo, la Demandante y el Estado de California, respecto de todos los Empleados de PAGA, considerarán, finalmente y para siempre, exonerar, concluir, comprometer, renunciar y cancelar a las Partes Exoneradas de todas las Reclamaciones Liberadas de PAGA.

Las "Reclamaciones Liberadas de Clase" se refieren a todas las reclamaciones que fueron alegadas o que pudieron ser con base a las alegaciones fácticas en la Denuncia Operativa, surgiendo durante el Periodo de Clase, las cuales incluyen específicamente reclamaciones por los supuestos incumplimientos de los Demandados por el impago de salarios mínimos y horas extra, proporcionar períodos de comida y descanso conformes con la normativa y los pagos de primas asociados, pagar los salarios puntualmente durante el empleo y al término del mismo, proporcionar recibos de salario precisos y el reembolso por gastos comerciales necesarios en violación de los artículos del Código Laboral de California 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800 y 2802, y la Orden de Salario de la Comisión de Bienestar Industrial y los artículos 17200, *y sig*. del Código de Negocios y Profesiones de California.

Las "Reclamaciones Liberadas de PAGA" se refieren a todas las reclamaciones de todas las alegaciones fácticas en la Carta de PAGA y la Denuncia Operativa, surgiendo durante el Periodo de PAGA por sanciones civiles en virtud de la Ley de Procuradores Generales Privados de 2004, Código Laboral de California, Artículos 2698 *y sig.,* las cuales incluyen específicamente reclamaciones por los supuestos incumplimientos de los Demandados por el impago de salarios mínimos y horas extra, proporcionar períodos de comida y descanso conformes con la normativa y los pagos de primas asociados, pagar los salarios puntualmente durante el empleo y al término del mismo, proporcionar recibos de salario precisos y el reembolso por gastos comerciales necesarios en violación de los artículos del Código Laboral de California 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802, y la Orden de Salario de la Comisión de Bienestar Industrial.

Las "Partes Exoneradas" se refieren a los Demandados y todos sus oficiales, directores, miembros, aseguradoras, accionistas, subsidiarias, afiliados, predecesores, sucesores y asignados – tanto pasados como actuales –. Estas no incluyen a DD 29 Enterprises, Inc., Douglas Ambrose, y David Stein.

E. Costos y Honorarios de Abogados de Clase

Los Abogados de Clase solicitarán los costos de abogados en el monto que no excede el treinta y cinco por ciento (35 %) del Monto Total del Acuerdo (es decir, $38,500.00) y el reembolso de los costos de litigación en el monto que no excede de veinte mil dólares y cero centavos ($20,000.00) (colectivamente, "Costos y Honorarios de Abogados"), sujeto a la aprobación del Tribunal. Los Costos y Gastos serán otorgados por el Tribunal y pagados del Monto Total del Acuerdo. Los Abogados de Clase han continuado con la Acción en nombre de la Demandante, de los Miembros de Clase y de los Empleados de PAGA, con base en honorarios condicionales (no han recibido ningún pago hasta el momento), y han pagado todos los costos de litigación.

F. Prima de Incentivo a la Demandante

La Demandante solicita la cantidad de siete mil quinientos dólares y cero centavos ($7,500.00) ("Prima de Incentivo") en reconocimiento de sus servicios en conexión con la Demanda. La Prima de Incentivo será pagada del Monto Total del Acuerdo, sujeto a la aprobación del Tribunal, y, si es otorgada, será pagada a la Demandante, además de su Pago Individual del Acuerdo y del Pago de PAGA que aplica bajo el Acuerdo.

G. Costos de Administración al Administrador

El Pago al Administrador del Acuerdo se estima que no excede de seis mil doscientos cincuenta dólares y cero centavos ($6,250.00) ("Costos de Administración del Acuerdo") por los costos del aviso y proceso de administración del acuerdo, incluyendo pero no limitado a, el costo de notificación a los Miembros de Clase del Acuerdo, procesamiento de Solicitudes de Exclusión, Avisos de Objeción, e Impugnaciones, cálculo de las Partes Individuales del Acuerdo, Pagos Individuales del Acuerdo, y Pagos Individuales de PAGA, y distribuir los pagos y formularios de impuestos bajo el Acuerdo, y que deben pagarse del Monto Total del Acuerdo, sujeto a aprobación del Tribunal.

IV. SUS DERECHOS Y OPCIONES COMO MIEMBRO DE CLASE

A. Participar del Acuerdo

Si desea participar del Acuerdo de Clase y recibir un pago por este, no debe hacer nada. Usted será incluido automáticamente en el Acuerdo de Clase y se le entregará su Pago Individual del Acuerdo, a menos que decida excluirse del Acuerdo de Clase.

A menos que elija excluirse del Acuerdo de Clase y el Tribunal haya otorgado la aprobación final del Acuerdo, usted estará vinculado por los términos del Acuerdo de Clase y por cualquier sentencia que sea dictada por el Tribunal basada en ello, y usted exonerará las Reclamaciones Liberadas de Clase contra las Partes Exoneradas, como se describen en la Sección III.D.

Si usted es un Empleado de PAGA y el Tribunal otorga la aprobación final del Acuerdo, usted estará automáticamente incluido en el Acuerdo de PAGA y se le entregará su Pago Individual de PAGA. Esto significa que usted estará vinculado por los términos del Acuerdo de PAGA cualquier sentencia dictada por el Tribunal con base en él, y usted exonerará las Reclamaciones Liberadas de PAGA contra las Partes Exoneradas, como se describen en la Sección III.D.

Como Miembro de Clase y Empleado de PAGA (si aplica), no será responsablemente de manera personal por los costos de abogados y litigación, a menos que retenga su propio abogado, el cual usted será responsable por sus propios gastos.

B. <u>Solicitud de Exclusión del Acuerdo de Clase</u>

Los Miembros de Clase que deseen excluirse del Acuerdo de Clase deben enviar una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action
PO Box 54668, Irvine, CA 92619

Una Solicitud de Exclusión debe: (a) contener el nombre y número de caso de la Demanda (*Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.,* Caso No. CIVSB2313579); (b) su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro dígitos (4) de su Seguro Social; (c) mencionar claramente que no desea ser incluido en el Acuerdo de Clase; y (d) ser enviada por dirección al Administrador del Acuerdo en la dirección especifica, con sello postal **a más tardar el 2 de marzo de 2026.**

Si el Tribunal otorga aprobación final del Acuerdo, cualquier Miembro de Clase que envíe su Solicitud de Exclusión no se le enviará su Pago Individual del Acuerdo, no será vinculado por el Acuerdo de Clase (y la exoneración de las Reclamaciones Liberadas de Clase descritas en la Sección III.D), y no tendrán derecho a objetar, apelar, o comentar en el Acuerdo de Clase. Los Miembros de Clase que no envíen una Solicitud de Exclusión serán considerados Miembros de Clase del Acuerdo y vinculados a todos los términos del Acuerdo de Clase, incluidos aquellos relativos a la liberación de reclamaciones descritas en la Sección III.D, así como cualquier sentencia que pudiera haber sido dictada por el Tribunal con base en ello. Los Empleados de PAGA serán vinculados al Acuerdo de PAGA (y la exoneración de las Reclamaciones Liberadas de PAGA descritas en la Sección III.D) y siempre se les enviará un Pago Individual de PAGA, independientemente de si envían una Solicitud de Exclusión.

C. <u>Objetar al Acuerdo Colectivo</u>

Puede objetar al Acuerdo de Clase mientras no haya enviado una Solicitud de Exclusión, mediante una objeción escrita ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre y el número de caso de la Demanda (*Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, Caso No. CIVSB2313579); (b) su nombre completo, firma, dirección, número de teléfono, y los últimos cuatro dígitos (4) de su Seguro Social; (c) contener una declaración escrita de todos los motivos por la objeción, acompañada de cualquier apoyo legal; (d) copias de cualquier documento, escrito, u otra documentación sobre el cual la objeción se basa; y (e) ser enviada por dirección al Administrador del Acuerdo en la dirección especifica de la Sección IV.B, con sello postal **a más tardar el 2 de marzo de 2026.**

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción verbal, sin importar si presentó un Aviso de Objeción.

V. <u>AUDIENCIA DE APROBACIÓN FINAL</u>

El Tribunal tendrá una Audiencia de Aprobación Final en el Departamento S26 del Tribunal Superior del Condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415, el **9 de junio de 2026** a las **8:30 a.m.,** para determinar si el Acuerdo debe ser aprobado como justo, razonable y adecuado. Al Tribunal también se le solicitará que apruebe y otorgue los Costos y Gastos de Abogados de Clase, la Prima de Incentivo a la Demandante y los Costos de Administración del Acuerdo.

La Audiencia de Aprobación Final puede continuar sin previo aviso a los Miembros de Clase y a los Empleados de PAGA. No es necesario que usted comparezca; sin embargo, puede hacerlo si lo desea.

VI. <u>INFORMACIÓN ADICIONAL</u>

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Transacción, puede consultarlos y otros escritos registrados ante el Tribunal.

Puede ver el Acuerdo de Transacción y otros escritos registrados, por un costo, en la Demanda visitando la oficina del secretario judicial en 247 West Third Street, San Bernardino, California 92415, durante horario regular o en línea en el siguiente sitio web: https://cap.sb-court.org/, haga clic en "Buscar" en la parte superior de la pantalla, luego seleccione del menú la opción "INFORMACIÓN DE CASO" y escriba el Número de Caso (CIVSB2313579).

Puede visitar el sitio web del Administrador en www.apexclassaction.com/dicarloscafe para obtener información importante sobre la Demanda.

POR FAVOR, NO LLAME AL TRIBUNAL NI AL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE PREGUNTAS, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO A LA SIGUIENTE LÍNEA GRATUITA: 1-800-355-0700, O TAMBIÉN PUEDE CONTACTAR A LOS ABOGADOS DE CLASE

EXHIBIT B

Quotation Request:
Karina Hernandez
Blackstone Law
khernandez@blackstonepc.com
310.622.4278

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Case Name:	**Stuart-Drinnen v. DiCarlo's Italian Café, et al,**
Date:	Wednesday, September 17, 2025
RFP Number:	12200013

Settlement Specifications	
Estimated Class Size:	**100**
Certified Language Translation:	**Yes**
Static Settlement Website	**Yes**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	2	$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$425.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.50	100	$150.00
USPS First Class Postage	Per Piece	$0.78	100	$78.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.00	20	$40.00
Receive and Process Undeliverable Mail	Per Hour	$75.00	0.5	$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	1	$75.00
NCOA Address Update (USPS)	Static Rate	$55.00	1	$55.00
Certified Language Translation: Spanish	Static Rate	$1,200.00	1	$1,200.00
			Sub Total:	$1,755.50
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$620.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$56.50	1	$56.50
Settlement Website: Static Apex URL	Static Rate	$500.00	1	$500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$556.50
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	2	$240.00
Account Management and Reconciliation	Per Hour	$140.00	2	$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.50	100	$150.00
USPS First Class Postage	Per Piece	$0.78	100	$78.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.00	10	$20.00
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	4	$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,000.00	1	$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$250.00	1	$250.00
			Sub Total:	$2,418.00
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	1	$135.00
Project Management Reconciliation	Per Hour	$100.00	1	$100.00
Declarations	Per Hour	$120.00	2	$240.00
			Sub Total:	$475.00
			WILL NOT EXCEED:	**$6,250.00**

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.