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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BRANDON PALMER, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

FIXINS SOUL KITCHEN, LOS ANGELES LLC, a California limited liability company; FIXINS SACRAMENTO, LLC, a California limited liability company; SEVEN MANAGEMENT, INC., a California corporation; and DOES 1 through 50,

Defendants.

Case No.: 23STCV23987

[Assigned for All Purposes to:
Hon. Timothy Patrick Dillon, Dept. 15)

CLASS ACTION

(PROPOSED) ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

(Filed concurrently with Motion for Preliminary Approval and Supporting Declarations)

DATE: December 9, 2025
TIME: 10:00 a.m.
DEPT: 15

Action Filed: October 2, 2023
Trial Date: None Set

(PROPOSED) PRELIMINARY APPROVAL ORDER

The Court, having considered Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, the accompanying Memorandum of Points and Authorities, the supporting Declarations of William C. Sung, Tiffany L. Luu, Jodey Lawrence of Phoenix Settlement Administrators, and Plaintiff Brandon Palmer ("Plaintiff"), and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES**:

1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Joint Stipulation of Class and Representative Action Settlement and Release of Claims (the "Settlement" or "Agreement")[1] attached as Exhibit 1 to the Declaration of William C. Sung in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds, on a preliminary basis, that the Settlement appears to be fair, adequate, and reasonable, and thus, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised before and/or at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants Fixins Soul Kitchen, Los Angeles LLC; Fixins Sacramento, LLC; and Seven Management, Inc. ("Defendants") (together with Plaintiff, the "Parties") agree to create a common, non-reversionary gross fund of $500,000.00 (the "Maximum Settlement Amount") to cover (a) Settlement Shares to Participating Class Members; (b) Settlement Administrator Payment of up to $12,950.00; (c) PAGA penalties of $25,000.00 for settlement of claims for civil penalties under the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"), and distributed as 25% ($6,250.00) to PAGA Group Members as PAGA Payment Shares and 75% ($18,750.00) to the California Labor and Workforce Development Agency (the "LWDA"); (d) the Class Representative Payment up to $10,000.00 to Plaintiff; (e)

[1] The Court, for purposes of this Order, hereby adopts all terms and definitions as set forth in the Settlement.

Class Counsel Fees Payment of not more than 33.33% of the Maximum Settlement Amount (currently estimated to be $166,650.00) to Class Counsel for reimbursement of reasonable attorney's fees; and (f) Class Counsel Litigation Expense Payment of not more than $20,000.00 to Class Counsel for reimbursement of reasonable litigation expenses. Defendants are separately responsible for the payroll taxes owed on the wage portions of the Individual Class Payments to Participating Class Members.

3. The Court finds on a preliminary basis that: (1) the Maximum Settlement Amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant formal and informal discovery, investigation, research, and litigation have been conducted such that counsel for the respective Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith and meets the requirements for preliminary approval.

4. A Final Approval Hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment and Litigation Expenses Payment, Settlement Administrator Payment, the PAGA penalties, and the Class Representative Payment should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies, for settlement purposes only, the following Class: "All hourly-paid, non-exempt employees who, during the Class Period, have previously been or currently are employed in California by Defendants Fixins Soul Kitchen, Los Angeles LLC; Fixins Sacramento, LLC; and Seven Management, Inc., as hourly-paid, non-exempt employees." The "Class Period" means the period from October 2, 2019 through January 5, 2025. Excluded from the Class will be any Class Member who opts out of the Settlement by sending the Settlement Administrator a timely and valid request to opt out of the Settlement.

6. Furthermore, the Court provisionally approves, for settlement purposes only, the settlement of PAGA penalties, the LWDA Payment, and the PAGA Payment Shares to PAGA Group Members. “PAGA Group Members” are defined as “hourly-paid, non-exempt employees who, during the PAGA Period, have previously been or currently are employed in California by Defendants Fixins Soul Kitchen, Los Angeles LLC; Fixins Sacramento, LLC; and Seven Management, Inc., as hourly-paid, non-exempt employees.” The “PAGA Period” means the period from August 30, 2022 through January 5, 2025.

7. Release of Claims. The release provisions of the Settlement, as set forth below, are provisionally approved:

a. Released Parties. “Released Parties” means Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, including but not limited to O’Hagan Meyer, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

b. Release of Class Claims by Participating Class Members. As of the date on which Defendants fully fund the Maximum Settlement Amount and Employer Payroll Tax, each Participating Class Member, and without the need to manually sign a release document, shall release the Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, including all of the following claims for relief: (i) unpaid minimum wages; (ii) unpaid overtime; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide compliant wage statements; (vi) failure to timely pay wages upon termination; (vii) failure to reimburse necessary business expenses; (viii) unfair business practices under California Business and Professions Code Sections 17200, et seq.; (ix) failure to permit inspection of employment records; (x) any claim for costs and attorneys’ fees and expenses; (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (collectively, the “Class Released Claims”). This Settlement serves as res judicata for any claims brought under the FLSA for the Class Period for claims that were or could have been alleged in the Action. *Rangel v. PLS Check Cashers of California* (2018) 899 F. 3d 1106. Participating Class Members who cash their checks are deemed to have waived all Class Released Claims inclusive of claims under the Fair Labor Standards Act. Participating Class Members who do not cash their checks shall be deemed to waive all Class Released Claims except for a claim under the Fair Labor Standards Act. Class Released Claims for Class Members who worked for Defendants in California during the Class Period shall have their claims released during the Class Period.

c. <u>Release by PAGA Group Members</u>. As of the date on which Defendants fully fund the Maximum Settlement Amount and Employer Payroll Tax, each PAGA Group Member, and without the need to manually sign a release document, shall release the Released Parties for claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Action and the LWDA Exhaustion Letter or reasonably could have been alleged based on the facts and legal theories contained in the Action and the LWDA Exhaustion Letter including all of the following claims for relief: (i) unpaid minimum wages; (ii) unpaid overtime; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide compliant wage statements; (vi) failure to timely pay wages upon termination; (vii) failure to reimburse necessary business expenses; (viii) unfair business practices under California Business and Professions Code Sections 17200, et seq.; (ix) failure to permit inspection of employment records; and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (xi) any claim for costs and attorneys' fees and expenses; and (xii) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the "PAGA Released Claims"). PAGA Released Claims for PAGA Group Members who worked for Defendants in California during the PAGA Period shall have their claims released during the PAGA Period.

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8. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

9. The Court appoints, for settlement purposes only, Plaintiff as the Class Representative. The Court approves, on a preliminary basis, payment of a Class Representative Payment to Plaintiff of up to $10,000.00 from the Maximum Settlement Amount, in addition to the amount Plaintiff is eligible to receive as a Class Member, for Plaintiff's contributions and participation in the litigation, for the risks and duties attendant to Plaintiff's role as the Class Representative, and for Plaintiff's general release of claims against the Released Parties. To the extent the final amount awarded is less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

10. The Court appoints, for settlement purposes only, Plaintiff's Counsel William C. Sung and Tiffany L. Luu of Justice for Workers, P.C., as Class Counsel. The Court approves, on a preliminary basis, Class Counsel Fee Payment up to 33.33% of the Maximum Settlement Amount (currently estimated to be $166,650.00) as reasonable attorney's fees and Class Counsel Litigation Expenses Payment for reimbursement of actual costs not to exceed $20,000.00, payable from the Maximum Settlement Amount. To the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

11. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator with payment, payable from the Maximum Settlement Amount, for Settlement Administrator Payment not to exceed $12,950.00, except upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

12. The Settlement Administrator shall perform services and duties as provided for in the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in English and Spanish, to Class Members. Class Members shall not be required to submit a claim form to receive Settlement Shares.

13. The Court approves the Class Notice in substantially similar form and content as is attached to the Settlement as Exhibit A. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

14. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Settlement Administrator are ordered to carry out the Settlement according to its terms and provisions.

15. The Court orders the following Implementation Schedule:

Defendants to provide the Settlement Administrator with the Class Data	Within 14 calendar days after entry of this Preliminary Approval Order
Settlement Administrator to mail the Class Notice	Within 7 calendar days after receiving the Class Data from Defendants
Response Deadline for Class Members	Within 45 calendar days after the Settlement Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	____________________, 2026 at ___ a.m.

16. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

17. The Settlement is preliminarily approved but is not an admission by Defendants of the validity of any claims in this class action, or of any wrongdoing by Defendants or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

Dated: _____________, 2025

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The Honorable Timothy Patrick Dillon
Judge of the Superior Court