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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

NOEMI VILLAGOMEZ and ANDREA MARTINEZ, as individuals and on behalf of all others similarly situated, Plaintiff, vs. MARCOS & JAVIERS, LLC, a California limited liability company dba JAVIER'S CANTINA & GRILL; JAVIER'S-UTC, LLC, a Nevada limited liability company; and DOES 1 through 100, Defendants.	Case No. 30-2020-01131297-CU-OE-CXC [*Assigned for all purposes to the Hon. David A. Hoffer, Dept. CX103*] **SUPPLEMENTAL DECLARATION OF SCOTT M. LIDMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: October 26, 2026 Time: 1:30 p.m. Dept.: CX103 Complaint filed: February 13, 2020 FAC filed: May 26, 2020 SAC filed: December 15, 2023

I, SCOTT M. LIDMAN, declare as follows:

1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the named Plaintiffs Andrea Martinez and Juana Maria Ramirez Angeles (collectively, “Plaintiffs”) and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. On June 22, 2026, the Court identified various issues to be addressed by the Parties in supplemental briefing and declarations.

3. On June 25, 2026, Plaintiffs provided notice of the Court’s minute order to the LWDA and Defendants Marcos & Javiers, LLC dba Javier’s Cantina & Grill and Javier’s-UTC, LLC (collectively, “Defendants”).

4. The Parties have prepared and executed the First Amendment to Class Action and PAGA Settlement Agreement and revised the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval and the following documents are being submitted concurrently herewith as Exhibits hereto:

a. Attached as **Exhibit A** is a true and correct copy of the Class Action and PAGA Settlement Agreement and First Amendment to Class Action and PAGA Settlement Agreement, signed by the Parties and all counsel.

b. Attached as **Exhibit B** is a true and correct copy of the redlined version of the revised Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

c. Attached as **Exhibit C** is a true and correct copy of the final version of the revised Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval with the changes accepted.

5. My office and co-counsel’s office will provide documentation and support for the attorneys’ fees request of 1/3 of the Gross Settlement Amount at the final approval stage.

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6. The attorneys fee split is as follows: 31.0% to Lidman Law, APC, 46.5% to Haines Law Group, APC, and 22.5% to referring firm.

7. The Parties revised the escalator clause to make clear that if triggered, Defendants will make their election prior to any mailing. This ensures that only class members and/or Aggrieved Employees covered by the Class and PAGA Periods receive the Class Notice.

8. Plaintiffs have made the following revisions to the class notice:

- On Page 2 of the class notice, the parenthetical now reads "(collectively, "Defendants")."
- On Page 3 of the notice, it has been amended to state "Deductions from Gross Settlement Subject to Approval by the Court."
- On Page 5 of the class notice, the definition of "Released Parties" now reads as follows (and matches the settlement agreement): Defendants, their past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys.

9. Plaintiffs will provide the LWDA with a copy of the supplemental briefing and First Amendment to the Settlement Agreement after it is filed and will file a supplemental proof of service prior to the hearing.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 19, 2026, at El Segundo, California.

Scott M. Lidman

EXHIBIT A

EXHIBIT A

STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

This Stipulation of Settlement (this "Settlement Agreement" or the "Settlement") is reached by and between Plaintiffs Andrea Martinez ("Martinez) and Juana Maria Ramirez ("Ramirez") (Martinez and Ramirez are referred to herein collectively as "Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC (collectively "Defendants"), on the other hand. Plaintiffs and Defendants are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC (collectively, "Class Counsel"). Defendants are represented by Christopher P. Wesierski and Christian C.H. Counts of Wesierski & Zurek LLP.

On February 13, 2020, Plaintiff Martinez and another plaintiff, Noemi Villagomez, filed a class action lawsuit in the Orange County Superior Court against Defendants in the matter entitled *Noemi Villagomez, et al. v. Marcos & Javiers, et al*., Case No. 30-2020-01131297-CU-OE-CXC (the "Action"). The initial complaint alleged the following putative class action claims against Defendants: (i) failure to pay all minimum wages owed; (ii) failure to pay all overtime wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay all wages upon termination; (vi) failure to provide accurate, itemized wage statements; and (vii) unfair competition.

By letter dated February 13, 2020, Plaintiff Andrea Martinez and another plaintiff, Noemi Villagomez, gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiffs alleged Defendants violated. A copy of the February 13, 2020 letter to the LWDA is attached hereto as **Exhibit A**.

On May 26, 2020, Plaintiffs filed a First Amended Complaint ("FAC") adding a cause of action under the California Private Attorneys General Act ("PAGA") based on the Labor Code violations alleged in their February 13, 2020 letter to the LWDA.

On December 31, 2020, the Court, pursuant to a request by Noemi Villagomez, dismissed her from the Action without prejudice.

By letter dated August 23, 2023, Plaintiff Juana Maria Ramirez gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff Juana Maria Ramirez alleged Defendants violated. A copy of the August 23, 2023 letter to the LWDA is attached hereto as **Exhibit B**.

On December 15, 2023, with permission from the Court after a contested Motion, Plaintiffs filed a Second Amended Complaint (hereinafter, the "Operative Complaint") which added Juana Maria Ramirez as a named plaintiff in the Action.

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Defendants deny Plaintiffs' claims in the Action in their entirety and deny that the Action is suitable for treatment as a class action or on any representative basis.

Given the uncertainty and cost of litigation, Plaintiffs and Defendants wish to settle the Action and the Released Class Claims (defined below), both individually and on behalf of the Settlement Class and aggrieved employees. Accordingly, Plaintiffs and Defendants agree as follows:

1. **Settlement Class**. For the purposes of this Settlement Agreement only, Plaintiffs and Defendants stipulate to the certification of the following Settlement Class:

> All current and former non-exempt employees of Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC who worked at any time in California during the Class Period.

For purposes of this Settlement Agreement, the "Class Period" is defined as of February 13, 2016 through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible, void ab initio, and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **PAGA Employees**. For the purposes of this Settlement Agreement only, Plaintiffs and Defendants stipulate to the following definition of PAGA Employees:

> All current and former non-exempt employees of Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC who worked at any time in California during the PAGA Period.

For purposes of this Settlement Agreement, the "PAGA Period" shall mean the time period between February 13, 2019 through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

3. **Release by Settlement Class Members and Plaintiffs**. Plaintiffs and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely discharge Defendants, their past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys (collectively, the "Released Parties"), as follows:

   A. Settlement Class Members' Release: Settlement Class Members and Plaintiffs will release any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were pled or reasonably could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period. This includes claims for (1)

Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201-203); (7) Unfair Competition (Bus & Prof Code § 17200 *et seq.*); and (8) claims that were asserted or could have been asserted based on the facts alleged in the operative complaint. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation.

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

B. PAGA Release: PAGA Employees, including Plaintiffs and those who timely and properly submit a Request for Exclusion as set forth below, will release and discharge Defendants and the Released Parties from all civil penalties available under PAGA based on the facts alleged in the Operative Complaint and alleged in the letters to the LWDA dated February 13, 2020 and August 23, 2023 (collectively, the "PAGA Released Claim"), which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); and (6) Waiting Time Penalties (Labor Code §§ 201-203). The time period for the release of the PAGA Release against the Released Parties shall be the same time period as the PAGA Period. PAGA Employees may not opt-out of the PAGA Release.

C. General Releases by Plaintiffs: In consideration for Defendants' promises and obligations under this Agreement, Plaintiffs agree to a general and comprehensive release of all of their known and unknown claims against the Released Parties, including, without limitation, all claims that were or could have been alleged in the Complaints in the Actions under any state law, federal law, common law, equity or other theory arising in any way out of Plaintiffs' employment with Defendants or any of the Released Parties. As part of this release, Plaintiffs further release all unknown claims against Defendants and any of the Released Parties, covered by California Civil Code Section 1542, which states:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs understand that they are individuals, "creditors" and "releasing parties" within the meaning of Civil Code section 1542, and thereby expressly waive and relinquish any and all rights and benefits under Section 1542 of the Civil Code of the State of California and under any statute, rule, or principle of common law or equity, of any jurisdiction, that is similar to Section 1542.

Notwithstanding the foregoing, the waiver and releases in this Agreement do not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising after this Agreement is executed by Plaintiffs; (iii) rights or claims arising out of this Agreement related to the enforcement thereof. The Agreement in no way affects Plaintiffs' entitlement and/or benefits to be received by Plaintiffs in workers' compensation pursuant to the jurisdiction of workers' compensation.

Plaintiffs also agree to not request an exclusion from this Settlement, nor shall Plaintiffs object to any portion of the Settlement. Any Class Representative Service Awards approved by the Court will result in the issuance of a Form 1099 to the class representatives, who shall assume full responsibility and liability for the payment of taxes due on such award.

D. The releases identified herein shall become effective on the date Defendants fully fund the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of this Agreement (the "Effective Date of the Releases"). Upon the Effective Date of the Releases, all Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Class Claims, and all PAGA Employees and the State of California shall be deemed to have, and by operation of the Judgment shall have, released, waived and relinquished the PAGA Released Claim.

4. **Gross Settlement Amount**. As consideration, Defendant agrees to pay a "Gross Settlement Amount" of Three Million Dollars and Zero Cents (**$3,000,000.00**) in full and complete settlement of the Consolidated Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement. All settlement administration costs shall be paid from the Gross Settlement Amount.

B. This Settlement shall become effective on the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

C. Defendants shall deposit the Gross Settlement Amount (including any increase to the Gross Settlement Amount pursuant to the Escalator Clause if such increase is triggered pursuant to Section 4(F), below and Defendants make the election to increase the GSA) and Defendants' share of all payroll taxes within thirty (30) days after the Effective Date.

D. This is a **non-reversionary** settlement. The Gross Settlement Amount includes:

(1) All payments to the Settlement Class Members;

(2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Sixteen Thousand Five Hundred Dollars and Zero Cents ($16,500.00);

(3) An amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) for each of the Plaintiffs' Class Representative Service Awards (for a total of $20,000), in recognition of their contributions to the Consolidated Action, and their service to the Settlement Class and Plaintiffs' additional releases. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;

(4) Up to one-third of the Gross Settlement Amount (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause) is Class Counsel's attorneys' fees (estimated to be $1,000,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than One Hundred Fifteen Thousand Dollars and Zero Cents ($115,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

(5) Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) of the Gross Settlement Amount has been set aside by the Parties as "PAGA Civil Penalties". Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or One Hundred Eighty Seven Thousand Five Hundred Dollars and Zero Cents ($187,500.00) will be payable to the Labor & Workforce Development Agency (the "LWDA"), and the remaining twenty-five percent (25%), or Sixty Two Thousand Five Hundred Dollars and Zero Cents ($62,500.00), will be payable to PAGA Employees as the "PAGA Amount," as described below.

E. Defendants' share of payroll taxes shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount and is due with the final payment as set forth in paragraph 4(c) above.

F. **<u>Escalator Clause</u>**. Defendants represent that there are approximately 1,183 Class Members who worked approximately 132,946 workweeks between February 13, 2016 and August 11, 2025, the date of the Parties' mediation. If the actual number of workweeks during the Class Period is more than 10% greater than this figure (i.e., there are more than 146,241 Workweeks worked by the Class Members), Defendants will either, at their option: (1) increase the Gross Settlement Amount by a proportional amount above the 10% figure (i.e., if there was 11% increase in the number Workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 11%); or (2) elect to shorten the Class Period, PAGA Period, and release periods to end on the date on which the aggregate workweeks is closest to without exceeding 146,241 Workweeks worked by the Class Members.

Within ten (10) business days of the Settlement Administrator's receipt of the Class Data, the Settlement Administrator shall notify Defendants' counsel and Class Counsel if the Escalator Clause is triggered. In the event the Escalator Clause is triggered, Defendants shall notify Class Counsel of their election to increase the Gross Settlement Amount or shorten the relevant release periods, as set forth in Section 4(F. above, within seven (7) business days of notification that the Escalator Clause is triggered.

5. **No Undue Publicity**. Except as required to obtain preliminary or final approval in this case or to carry out their duties as the Class Representatives or Class Counsel, Plaintiffs and Class Counsel agree not to publicize the amount or other terms of this settlement to any person. Nothing herein will restrict Class Counsel from indicating publicly available information regarding the settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

6. **Payments to the Settlement Class**. Settlement Class Members are not required to submit a claim form to receive a payment (the "Settlement Award") from the Net Settlement Amount (as defined below). Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA Civil Penalties. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Settlement Award based on the following formula:

i. Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members who worked during the Class Period.

C. PAGA Amount: Sixty-Two Thousand Five Hundred Dollars and Zero Cents ($62,500.00) of the Gross Settlement Amount has been designated as the "PAGA

Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees.

D. Within ten (10) calendar days following Defendants fully funding the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants' counsel.

E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: For Settlement Class Members, sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. All PAGA penalties shall be designated as 100% penalties and reported on an IRS Form 1099. If an PAGA Employee submits a timely and valid Request for Exclusion (and is therefore not a Settlement Class Member), the PAGA Employee's Settlement Award shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class Member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any Settlement Award returned to the Settlement Administrator as non-delivered on or before the 180-day deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 5 business days of receiving the returned Settlement Payment.

F. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State-

Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member.

G. Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Attorneys' Fees and Costs**. Defendants will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount (including one-third of any increase of the Gross Settlement Amount pursuant to the Escalator Clause above if triggered and such increase is elected by Defendants); the award of attorneys' fees is currently estimated to be One Million Dollars and Zero Cents ($1,000,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed One Hundred Fifteen Thousand Dollars and Zero Cents ($115,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

8. **Class Representative Service Awards**. Defendants will not object to a request for Class Representative Service Awards up to Ten Thousand Dollars and Zero Cents ($10,000.00) to each of the Plaintiffs (for a total of $20,000.00) for their time and risk in prosecuting this case, their service to the Settlement Class, and their additional releases. This award will be in addition to Plaintiffs' Settlement Awards as Settlement Class Members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

9. **Settlement Administrator**. Defendants agree to the appointment of Phoenix Settlement Administrators as the Settlement Administrator. Defendants will not object to Plaintiffs' request to pay the Settlement Administrator Sixteen Thousand Five Hundred Dollars and Zero Cents ($16,500.00) from the Gross Settlement Amount for its services. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendants' share of taxes payable on the wages, which shall be paid by Defendants separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class Members.

10. **Preliminary Approval**. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC as Class Counsel;

C. Appointing Andrea Martinez and Juana Maria Ramirez as Class Representatives for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement, Notice of Individual Settlement Award, Request for Exclusion Form, and Objection Form, drafts of which are attached collectively hereto as **Exhibit C**), and directing the mailing of same in both Spanish and English; and

G. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within twenty (20) calendar days after entry of an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and/or sufficient information for the Settlement Administrator to determine the number of Workweeks and PAGA Pay Periods for each Settlement Class Member and agree to make best efforts to provide this information in excel format (collectively referred to as the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class Member; and (iv) mail a Notice Packet in both English and Spanish to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Notice Packet shall state that Settlement Class Members who submit a Request for Exclusion by the Response Deadline shall remain a PAGA Employee, bound by the PAGA Release, and receive a portion of the PAGA Amount. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class Member's telephone number and last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement, except insofar as such Settlement Class Member is a PAGA Employee, nor shall any such individual have any right to object, appeal or comment thereon. Requests for Exclusion may be submitted by fax, email or mail to the Settlement Administrator. The Court has final say on the validity and authenticity of Requests for Exclusion.

ii. Defendants shall retain the right, in the exercise of their sole discretion, to nullify this Settlement in the event that more than ten percent (10%) of the Class Members submit a timely and valid Request for Exclusion. Defendants must provide written notice to Class Counsel of their withdrawal not later than seven (7) business days after the Response Deadline. If Defendants exercise this right, they shall be solely responsible for the costs incurred for settlement administration up to the date of nullification. Should Defendants exercise this right, neither this Agreement, nor the fact such Agreement was reached, shall be used in any subsequent proceeding for purposes of establishing liability or damages, and this Agreement shall be considered null and void *ab initio*.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel) or by appearing at the Final Fairness Hearing to object orally personally or through counsel. Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) a concise statement of the objection; and (3) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections. Written objections may be submitted by fax, email or mail to the Settlement Administrator.

E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award, including the Settlement Class Member's number of workweeks worked during the Class Period. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall file with the Court all disputes submitted by class members, including the evidence submitted and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any initial decision made by the Settlement Administrator regarding a claim dispute. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. In the absence of a dispute, the Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties, unless the Court determines otherwise. Disputes may be submitted by fax, email or mail to the Settlement Administrator

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have thirty (30) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class Member's Notice

Packet is returned to the Settlement Administrator more than once as non-deliverable, the Settlement Administrator shall continue to locate an updated address up to and including the Response Deadline to re-mail the Notice Packet. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendants' Counsel to provide notice of the proposed settlement.

12. **Final Approval**. Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Awards, and settlement administration costs;

C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator; and

D. The Court's continuing jurisdiction is pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

13. **No Admission of Liability**. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendants and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the Settlement Class or any Settlement Class Member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise of disputed claims, and no part of this Settlement Agreement, or any conduct or written or oral statements made in connection with this Settlement Agreement, whether or not the settlement is finally approved and/or consummated, or the negotiations leading to the Settlement Agreement, or any document filed or exchanged in support thereof, including any prior Memoranda of Understanding, should be construed as an admission or concession of any kind by Defendant or of any of the Released Parties. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Legal Developments**. The Parties agree that Plaintiffs will submit to the Court motions for preliminary and final approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

15. **Waiver and Amendment**. The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. **Attorneys' Fees**. In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover her/his/its reasonable attorneys' fees and costs incurred arising from such dispute. All Parties agree that the forum for such disputes shall be the Court in which this Action is pending. This provision only applies to the Parties identified in this Settlement Agreement and does not apply to the unidentified Settlement Class Members or PAGA Employees.

17. **Notices**. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants:	Christopher P. Wesierski and Christian C.H. Counts of Wesierski & Zurek LLP, 29 Orchard Road, Lake Forest, California 92630; cwesierski@wzllp.com and ccounts@wzllp.com
if to Plaintiffs:	Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com, mmoore@lidmanlaw.com, and tgose@lidmanlaw.com
	Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

18. **Cooperation and Attorney Authorization**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed. The Parties further agree that they authorize their attorneys to execute any subsequent amendments to this Agreement as may be required by the Court to secure preliminary or final approval of the same.

19. **Entire Agreement**. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: 03/18/2026

DEFENDANT MARCOS & JAVIERS, LLC

By:____________________

Its: Managing Partner

DATED: 03/18/2026

DEFENDANT JAVIER'S-UTC, LLC

By:____________________

Its: Managing Partner

DATED:

PLAINTIFF ANDREA MARTINEZ

By:____________________

Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF JUANA MARIA RAMIREZ

By:____________________

Plaintiff and Settlement Class Representative

20. **Counterparts**. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT MARCOS & JAVIERS, LLC

By:__________________________________

Its: __________________________________

DATED:

DEFENDANT JAVIER'S-UTC, LLC

By:__________________________________

Its: __________________________________

DATED: Mar 17, 2026

PLAINTIFF ANDREA MARTINEZ

By: Andrea Martinez (Mar 17, 2026 14:29:29 PDT)
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF JUANA MARIA RAMIREZ

By:__________________________________
Plaintiff and Settlement Class Representative

20. **Counterparts**. This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: DEFENDANT MARCOS & JAVIERS, LLC

By:__________________________________

Its: __________________________________

DATED: DEFENDANT JAVIER'S-UTC, LLC

By:__________________________________

Its: __________________________________

DATED: PLAINTIFF ANDREA MARTINEZ

By:__________________________________
Plaintiff and Settlement Class Representative

DATED: 02/16/2026 PLAINTIFF JUANA MARIA RAMIREZ

By: Juana Ramirez Angeles
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 3/18/26

WESIERSKI & ZUREK LLP

Christopher P. Wesierski

By:______________________________
Christopher P. Wesierski
Attorneys for Defendants

DATED:

HAINES LAW GROUP, APC

By:______________________________
Paul K. Haines
Attorneys for Plaintiffs

DATED:

LIDMAN LAW, APC

By:______________________________
Scott M. Lidman
Attorneys for Plaintiffs

APPROVED AS TO FORM:

DATED: WESIERSKI & ZUREK LLP

By:________________________________
Christopher P. Wesierski
Attorneys for Defendants

DATED: February 17, 2026 HAINES LAW GROUP, APC

By:________________________________
Paul K. Haines
Attorneys for Plaintiffs

DATED: February 17, 2026 LIDMAN LAW, APC

By:________________________________
Scott M. Lidman
Attorneys for Plaintiffs

FIRST AMENDMENT TO STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

This First Amendment to Stipulation of Class and PAGA Action Settlement Agreement is reached by and between Plaintiffs Andrea Martinez ("Martinez) and Juana Maria Ramirez ("Ramirez") (Martinez and Ramirez are referred to herein collectively as "Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC (collectively "Defendants"), on the other hand. Plaintiffs and Defendants are referred to herein collectively as the "Parties."

The Parties hereby agree to be bound by the terms in this First Amendment to Stipulation of Class and PAGA Action Settlement Agreement (this "Amendment") which is intended to replace and supersede Paragraph 4.F of the Stipulation of Class and PAGA Action Settlement Agreement (the "Settlement Agreement") as set forth below. Terms used herein shall have the same meaning as in the Settlement Agreement unless defined differently in this Amendment. This Amendment is being made in accordance with Paragraph 15 of the Settlement Agreement which provides as follows: "**Waiver and Amendment**._The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision"

Paragraph 4.F is hereby amended to now state as follows:

F. **<u>Escalator Clause</u>**. Defendants represent that there are approximately 1,183 Class Members who worked approximately 132,946 workweeks between February 13, 2016 and August 11, 2025, the date of the Parties' mediation. If the actual number of workweeks during the Class Period is more than 10% greater than this figure (i.e., there are more than 146,241 Workweeks worked by the Class Members), Defendants will either, at their option: (1) increase the Gross Settlement Amount by a proportional amount above the 10% figure (i.e., if there was 11% increase in the number Workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 11%); *<u>or</u>* (2) elect to shorten the Class Period, PAGA Period, and release periods to end on the date on which the aggregate workweeks is closest to without exceeding 146,241 Workweeks worked by the Class Members.

Within ten (10) business days of the Settlement Administrator's receipt of the Class Data, the Settlement Administrator shall notify Defendants' counsel and Class Counsel if the Escalator Clause is triggered. In the event the Escalator Clause is triggered, Defendants shall notify Class Counsel of their election to increase the Gross Settlement Amount or shorten the relevant release periods, as set forth in Section 4(F. above, within seven (7) business days of notification that the Escalator Clause is triggered. Defendants shall make their election prior to any mailing of the Class Notices to Settlement Class Members. If Defendants elect to shorten the Class Period, PAGA Period and release periods, then the adjusted end date will be included in the Class Notice ***prior to*** the mailing. Thus, Settlement Class Members and Aggrieved Employees will not be told they are included in the settlement and later told they are not included in the settlement.

DATED: August 19, 2026

WESIERSKI & ZUREK LLP

By: Christopher P. Wesierski

Christopher P. Wesierski
Attorneys for Defendants

DATED: August 19, 2026

HAINES LAW GROUP, APC

By: P. H

Paul K. Haines
Attorneys for Plaintiffs

DATED: August 19, 2026

LIDMAN LAW, APC

By: Scott Li

Scott M. Lidman
Attorneys for Plaintiffs

EXHIBIT A

EXHIBIT A

LIDMAN LAW
222 N. Sepulveda Boulevard, Suite 1550, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

February 13, 2020

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Marcos & Javier's, LLC
c/o Registered Agent Solutions Inc,
Agent for Service of Process
1120 S Street, Suite 150
Sacramento, CA 95811

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Marcos & Javier's, LLC
30012 Ivy Glenn Drive Suite 135
Laguna Niguel, CA 92677

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Javier's-UTC, LLC
c/o Registered Agent Solutions Inc,
Agent for Service of Process
1120 S Street, Suite 150
Sacramento, CA 95811

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Javier's-UTC, LLC
30012 Ivy Glenn Drive Suite 135
Laguna Niguel, CA 92677

Re: *Noemi Villagomez and Andrea Martinez v. Marcos & Javier's, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Noemi Villagomez and Andrea Martinez ("Plaintiffs") in claims arising from their employment with Marcos & Javier's, LLC, a California limited liability company dba Javier's Cantina & Grill; and Javier's-UTC, LLC, a Nevada limited liability company ("Defendants"). Plaintiffs are "aggrieved employees" as defined by Labor Code sections 2699, *et seq*. due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an "aggrieved employee" should be considered to include all current and former non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Ms. Villagomez was employed by Defendants as a non-exempt employee from approximately November 2018 until approximately July 12, 2019 at Defendants' La Jolla, California location. During her employment with Defendants, Ms. Villagomez held various job positions, including cocktail waitress and server. Ms. Villagomez was generally scheduled to work five days a week from 4:00 p.m. to approximately 10:00 p.m. or 11:00 p.m., and could sometimes work even later.

Ms. Martinez commenced employment with Defendants in or around January 2019 at La Jolla and Irvine locations, and she remains currently employed. During her employment with Defendants, Ms. Martinez held the position of cocktail waitress. Ms. Martinez works approximately 3-4 days per week, and was generally scheduled to work from approximately 4:00 p.m. to approximately 12:00 to 1:00 a.m.

While working for Defendants, Plaintiffs often worked in excess of eight hours per workday and/or more than 40 hours per workweek, but did not receive overtime compensation equal to one and one-half times their regular rate of pay for all such overtime hours. Specifically, Plaintiffs received "Auto Gratuity," "Incentive Pay," "Miscellaneous Earnings" and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Plaintiffs, Defendants failed to include all forms of Incentive Pay when calculating Plaintiffs' regular rate of pay, thereby causing Plaintiff to be underpaid all of their required and legally owed overtime wages.

Throughout Plaintiffs' employment with Defendants, Plaintiffs were not provided all legally required meal periods due to Defendants' meal period policies/practices. During at least a portion of the class period, upon information and belief, Defendants did not have an Employee Handbook nor any other written meal period policies. Further, due to the work demands imposed by Defendants, at times, Plaintiffs were unable to take meal periods altogether. For example, on March 9, 2019, Plaintiff Villagomez worked from 4:35 p.m. to 11:51 p.m. for a total of 7.27 hours without a meal period. In another example, on June 2, 2019, Plaintiff Villagomez worked from 3:57 p.m. to 10:43 p.m., for a total of 6.77 hours without a meal period. Plaintiff Martinez would often not receive meal periods at all, and her manager/supervisor would get upset if attempted to take one. Further, Plaintiffs are informed and believe, and based thereon allege, that a manager or managers would alter the time records to insert meal periods which were not actually taken. These practices resulted in the failure by Defendants to provide lawful meal periods, and also resulted in the failure to pay wages (including minimum and overtime wages) to Plaintiffs and other non-exempt employees. Furthermore, on occasion, Plaintiff Villagomez would work a double shift in excess of 10.0 hours and Defendants failed to provide her and other employees working shifts in excess of 10.0 hours with the opportunity to take a second and timely meal period of at least 30 minutes in length as required by applicable law.

Although Plaintiffs were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

In addition, throughout Plaintiffs' employment with Defendants, Plaintiffs were not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period policies and practices. Specifically, when Plaintiffs worked shifts in excess of 3.5 hours, they were never provided a paid rest period for every 4-hour period worked, or *major fraction thereof*, because: (i) there was a lack of coverage and/or (ii) the work demands that Defendants imposed on Plaintiffs. This practice resulted in the failure by Defendants to authorize and permit lawful rest periods to Plaintiffs and other non-exempt employees.

On those occasions when Plaintiffs were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to provide a legally compliant rest period.

As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs.

As a further result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants failed to pay all wages owed to Plaintiff Villagomez upon her separation of employment from Defendants.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

<u>Overtime Violations</u>

Defendants were required to pay the Plaintiffs and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Defendants maintained and maintain policies/practices that regularly, systematically, and impermissibly underpay Plaintiffs and other aggrieved employees by failing to include Incentive Pay in their calculation of overtime. As a result of these policies/practices, Plaintiffs and other aggrieved employees were not compensated for all overtime wages on occasions when

Plaintiffs and other aggrieved employees worked over eight hours in a workday and/or 40 hours in a workweek.

Minimum Wage Violations

Defendants were required to pay Plaintiffs and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 5, § 4. Plaintiffs and other aggrieved employees were not paid for all hours worked due to Defendants' timekeeping and compensation practices. As alleged above, Defendants caused Plaintiffs and other aggrieved employees to work hours in a workweek but did not properly compensate Plaintiffs and other aggrieved employees at least minimum wages for all such hours, due to Defendants' unlawful time-shaving and/or rounding practice that would almost exclusively round and shave in Defendants' favor such that Plaintiffs and other aggrieved employees were routinely unpaid for their time worked.

Meal Period Violations

As alleged above, due their job duties, Plaintiffs were often prevented from taking meal periods that commenced before the end of the fifth hour of work and/or a meal period altogether. Therefore, Defendants failed to provide Plaintiffs and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Plaintiffs and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Plaintiffs were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiffs and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Plaintiffs and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Plaintiffs and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiffs and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premium wages, and total gross and net wages earned, in violation of Labor Code § 226 *et seq*. Defendants' failure to furnish Plaintiffs and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendants' reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay Ms. Villagomez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid overtime wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Ms. Villagomez and other aggrieved employees was willful and, consequently, entitles Ms. Villagomez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

As "aggrieved employees," Plaintiffs will initiate a civil action on behalf of themselves and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Plaintiffs' own investigation, and on information and belief, Defendants committed the following Labor Code violations:

a) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiffs and other aggrieved employees all overtime compensation earned;

b) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked;

c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiffs and other aggrieved employees;

d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiffs and other aggrieved employees;

e) Defendants violated Labor Code § 226 by failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements;

f) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Villagomez and other aggrieved employees;

g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees; and

h) Defendants violated Labor Code § 204 by failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

EXHIBIT B

EXHIBIT B

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

August 23, 2023

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Marcos & Javier's, LLC
c/o Registered Agent Solutions Inc,
Agent for Service of Process
720 14th Street
Sacramento, CA 95814

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Javier's-UTC, LLC
c/o Registered Agent Solutions Inc,
Agent for Service of Process
720 14th Street
Sacramento, CA 95814

Re: *Juana Maria Ramirez Angeles v. Marcos & Javier's, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Juana Maria Ramirez Angeles in claims arising from her employment with Marcos & Javier's, LLC, a California limited liability company dba Javier's Cantina & Grill; and Javier's-UTC, LLC, a Nevada limited liability company ("Defendants"). Ms. Ramirez is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an "aggrieved employee" should be considered to include all current and former non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Ms. Ramirez Angeles was employed by Defendants from approximately 2012 through on or about May 10, 2023, at Defendants' Irvine location. During her employment with Defendants, Ms. Ramirez Angeles held the position of Cocktail Server.

While working for Defendants, Ms. Ramirez Angeles often worked in excess of eight hours per workday and/or more than 40 hours per workweek, but did not receive overtime compensation equal to one and one-half times their regular rate of pay for all such overtime hours. Specifically, Ms. Ramirez Angeles received "Auto Gratuity," "Incentive Pay," "Miscellaneous Earnings" and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Ms. Ramirez Angeles, Defendants failed to include all forms of Incentive Pay when calculating Ms. Ramirez Angeles' regular rate of pay, thereby causing Ms. Ramirez Angeles to be underpaid all of their required and legally owed overtime wages.

Throughout Ms. Ramirez Angeles' employment with Defendants, Ms. Ramirez Angeles was not provided all legally required meal periods due to Defendants' meal period policies/practices. During at least a portion of the class period, upon information and belief, Defendants did not have an Employee Handbook nor any other written meal period policies. Further, due to the work demands imposed by Defendants, at times, Ms. Ramirez Angeles was unable to take meal periods altogether. Further, Ms. Ramirez Angeles is informed and believes, and based thereon alleges, that a manager or managers would alter the time records to insert meal periods which were not actually taken. These practices resulted in the failure by Defendants to provide lawful meal periods, and also resulted in the failure to pay wages (including minimum and overtime wages) to Ms. Ramirez Angeles and other non-exempt employees. Furthermore, on occasion, Ms. Ramirez Angeles would work a double shift in excess of 10.0 hours and Defendants failed to provide Ms. Ramirez Angeles and other employees working shifts in excess of 10.0 hours with the opportunity to take a second and timely meal period of at least 30 minutes in length as required by applicable law.

Although Ms. Ramirez Angeles was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Ms. Ramirez Angeles with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

In addition, throughout Ms. Ramirez Angeles' employment with Defendants, Ms. Ramirez Angeles was not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period policies and practices. Specifically, when Ms. Ramirez Angeles worked shifts in excess of 3.5 hours, she was never provided a paid rest period for every 4-hour period worked, or *major fraction thereof*, because: (i) there was a lack of coverage and/or (ii) the work demands that Defendants imposed on Ms. Ramirez Angeles. This practice resulted in the failure by Defendants to authorize and permit lawful rest periods to Ms. Ramirez Angeles and other non-exempt employees.

On those occasions when Ms. Ramirez Angeles was not authorized and permitted to take all legally-compliant rest periods to which she was entitled, Defendants failed to compensate Ms. Ramirez Angeles with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to provide a legally compliant rest period.

As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Ramirez Angeles.

As a further result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants failed to pay all wages owed to Ms. Ramirez Angeles upon her separation of employment from Defendants.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Overtime Violations

Defendants were required to pay Ms. Ramirez Angeles and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Defendants maintained and maintain policies/practices that regularly, systematically, and impermissibly underpaid Ms. Ramirez Angeles and other aggrieved employees by failing to include Incentive Pay in their calculation of overtime. As a result of these policies/practices, Ms. Ramirez Angeles and other aggrieved employees were not compensated for all overtime wages on occasions when Ms. Ramirez Angeles and other aggrieved employees worked over eight hours in a workday and/or 40 hours in a workweek.

Minimum Wage Violations

Defendants were required to pay Ms. Ramirez Angeles and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 5, § 4. Ms. Ramirez Angeles and other aggrieved employees were not paid for all hours worked due to Defendants' timekeeping and compensation practices. As alleged above, Defendants caused Ms. Ramirez Angeles and other aggrieved employees to work hours in a workweek but did not properly compensate Ms. Ramirez Angeles and other aggrieved employees at least minimum wages for all such hours, due to Defendants' unlawful time-shaving and/or rounding practice that would almost exclusively round and shave in Defendants' favor such that Ms. Ramirez Angeles and other aggrieved employees were routinely unpaid for their time worked.

Meal Period Violations

As alleged above, due to her job duties, Ms. Ramirez Angeles was often prevented from taking meal periods that commenced before the end of the fifth hour of work and/or a meal period altogether. Therefore, Defendants failed to provide Ms. Ramirez Angeles and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Ramirez Angeles and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Ramirez Angeles was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Ms. Ramirez Angeles and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendants also failed to authorize and permit Ms. Ramirez Angeles and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Ramirez Angeles and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Ramirez Angeles and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premium wages, and total gross and net wages earned, in violation of Labor Code § 226 *et seq*. Defendants' failure to furnish Ms. Ramirez Angeles and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendants' reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay Ms. Ramirez Angeles and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid overtime wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Ms. Ramirez Angeles and other aggrieved employees was willful and, consequently, entitles Ms. Ramirez Angeles and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

As "aggrieved employees," Ms. Ramirez Angeles will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Ramirez Angeles' own investigation, and on information and belief, Defendants committed the following Labor Code violations:

a) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Ramirez Angeles and other aggrieved employees all overtime compensation earned;

b) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Ramirez Angeles and other aggrieved employees the statutory minimum wage for all hours worked;

c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Ramirez Angeles and other aggrieved employees;

d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Ramirez Angeles and other aggrieved employees;

e) Defendants violated Labor Code § 226 by failing to furnish Ms. Ramirez Angeles and other aggrieved employees with accurate and compliant itemized wage statements;

f) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Ramirez Angeles and other aggrieved employees;

g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Ramirez Angeles and other aggrieved employees; and

h) Defendants violated Labor Code § 204 by failing to pay Ms. Ramirez Angeles and other aggrieved employees all earned wages at least twice during each calendar month.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

EXHIBIT C

EXHIBIT C

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

ANDREA MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

If you worked for Marcos & Javiers, LLC dba Javier's Cantina & Grill and/or Javier's-UTC, LLC in California as a non-exempt, hourly employee between February 13, 2016 through [insert date of preliminary approval], then you may get money from a class action and PAGA settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ________________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by ________________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ________________. You don't have to attend but you do have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** ____________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the second page of this Notice. If you disagree with either of these numbers, or disagree with the amount of any prior payment received (if applicable) you must challenge it by ____________. See Section **4** of this Notice.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC ("Defendants" is used herein as a placeholder), for alleged wage and hour violations. The Action was filed by individual who worked for Defendants as non-exempt, hourly employees, Andrea Martinez and Juana Maria Ramirez ("Plaintiffs"), and seeks payment of (1) unpaid minimum wages, unpaid overtime wages, unpaid meal and rest period premiums, wage statement penalties, waiting time penalties, and restitution under California Business and Professions Code section 17200 for a class of individuals classified as non-exempt employees ("Class Members") who worked for one or both of the Defendants during the period of time starting on February 13, 2016 and ending on [insert date of preliminary approval] ("Class Period"); and also seeks (2) civil penalties under the California Private Attorney General Act ("PAGA") for all individuals classified as non-exempt employees ("Aggrieved Employees") who worked for one or both of the Defendants during the period of time starting on February 13, 2019 and ending on [insert date of preliminary approval] ("PAGA Period").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_______ (less tax withholding) and your Individual PAGA Payment is estimated to be $________**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked ________ workweeks** during the Class Period and **you worked __ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for one or both of the Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims

against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are individuals who worked for one or both of the Defendants as non-exempt, hourly employees. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal and rest periods, failing to provide accurate wage statements, and failing to pay all wages owed upon termination. Based on the same claims, Plaintiffs have also asserted a claim for restitution under California Business and Professions Code section 17200 and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law Group, APC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs is correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. <u>Defendant Will Pay $3,000,000.00 as the Gross Settlement Amount (Gross Settlement)</u>. Defendants promise to pay a total of Three Million Dollars and Zero Cents ($3,000,000.00). Defendants have agreed to deposit the money that is part of the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

   The Gross Settlement Amount is estimated to be fully funded on [insert date]. Checks are estimated to be disbursed on [insert date].

2. <u>Court Approved Deductions from Gross Settlement.</u> At the Final Approval Hearing, Plaintiffs and/or

Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $1,000,000.00 (1/3rd of the Gross Settlement) to Class Counsel for attorneys' fees and up to $115,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 to each Plaintiff as Class Representative Service Payments for filing the Action (for a total of $20,000.00), working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

C. Up to $16,500 to the Administrator for services administering the Settlement.

D. Up to $250,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The calculation is explained more fully below in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than __________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline (a form is included with this Notice Packet). The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void. That is, Defendants will not pay any money and Class Members will not release any claims against Defendants that have not already been released by a prior release agreement, if applicable.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

   All Participating Class Members, on behalf of themselves and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, release Defendants and any respective parent, subsidiaries, affiliates, successors and related entities, any employee benefit plans sponsored or administered by Defendants or such related entities, and any and all of their respective past or present officers, directors, partners, members, insurers, agents, assigns, attorneys, employees, trustees, administrators, fiduciaries, and any other persons acting by, through, under or in concert with any of them ("Released Parties") from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were pled or reasonably could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period. This includes claims for (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201-203); (7) Unfair Competition (Bus & Prof Code § 17200 *et seq.*); and (8) claims that were asserted or could have been asserted based on the facts alleged in the Operative Complaint ("Released Class Claims").

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases are as follows:

    All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, the Released Parties from all claims for PAGA penalties that were alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201-203); and (7) all claims that were asserted or could have been asserted based on the facts in the PAGA Notices to the LWDA ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. <u>Individual Class Payments.</u> The Administrator will calculate Individual Class Payments as follows: The Net Settlement Amount shall be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's workweeks.

2. <u>Individual PAGA Payments</u>. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25 percent share of PAGA Penalties ($62,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3. <u>Workweek/Pay Period Challenges</u>. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [insert response date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail or fax or utilizing the form included with this Notice Packet regarding disputes. Section 9 of this Notice has the Administrator's contact information. You may submit a dispute by fax, email, or mail to the Administrator.

5. HOW WILL I GET PAID?

1. <u>Participating Class Members.</u> The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. <u>Aggrieved Employees.</u> The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if the Aggrieved Employee opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to opt-out of the class settlement, complete the Request for Exclusion Form included with this Notice Packet. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as "<u>Martinez v. Marcos & Javiers</u>", and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ______________, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. You may submit the Request for Exclusion Form by fax, email, or mail to the Administrator.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to object to the Settlement, you may complete the Objection Form included with this Notice Packet and/or appear at the Final Approval Hearing.

Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 Court days before the ____________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____________(url)_____________ or the Court's website _______________(url)_____________.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____________**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Martinez v. Marcos & Javiers and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. Written objections can be submitted by fax, email or mail to the administrator

Alternatively, a Participating Class Member can object by attending the Final Approval Hearing. You should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _________(date) at ________ (time) in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via online conference (https://www.occourts.org/civil-remote-hearings). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ____________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://civilwebshopping.occourts.org/search.do#searchAnchor) and entering the Case Number for the Action, Case No. 30-2020-01131297-CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-6878. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Lidman Law, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245
Telephone: (424) 322-4772
Facsimile: (424) 322-4775
Email: slidman@lidmanlaw.com
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Paul K. Haines
Haines Law Group, APC
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
Email: phaines@haineslawgroup.com

Settlement Administrator: Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

WORKWEEK DISPUTE & CHANGE OF ADDRESS FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator. This form can be submitted to the Settlement Administrator by fax, email or mail.

(I) Please type or print your name:

____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Defendants' records:

You were employed by one and/or both of the Defendants and worked a total of __ workweeks during the time period between February 13, 2016 and [insert date of preliminary approval].

You were employed by one and/or both of the Defendants and worked a total of ___ pay periods during the time period between February 13, 2019 and [insert date of preliminary approval].

Based on the above, your Individual Settlement Payment is estimated to be $________ and Individual PAGA Payment is estimated to be $________.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

____
____
____
____

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties, the Settlement Administrator and the Court as described in the "Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval" that accompanies this Form. The Court will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>

REQUEST FOR EXCLUSION FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC***, Orange County Superior Court Case No. 30-2020-01131297-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter. This form can be submitted to the Settlement Administrator by fax, email or mail.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print):____
(First) (Middle) (Last)

Address:____
(Street)

____
(City) (State) (Zip)

Last 4 Digits of Social Security Number: __________ Telephone No.: ____________________________

Dated: ________________________ Signature: __________________________________

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _________, 2025 AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC
Administrator Name
c/o _______________
____
____

OBJECTION FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

You are not required to appear in Court in order to object to the Settlement. If you would like to provide a written objection to the Class Action Settlement entitled *Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC,* you must complete all steps listed in 1-5 below. If you are planning on appearing in Court, please circle "yes" in Section 3 below. You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this form. This form can be submitted to the Settlement Administrator by fax, email or mail.

1. Provide the following information:

Your Name (Please Print):____
(First) (Middle) (Last)

Your Address:____

Last 4 Digits of your Social Security Number: __________

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space): ____
____
____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number______________________________

4. Date and sign this form below:

Dated: ________________________ Signature: ____________________________________

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN ________________.

Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC
Administrator Name
c/o _______________
____
____

EXHIBIT B

EXHIBIT B

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

ANDREA MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

If you worked for Marcos & Javiers, LLC dba Javier's Cantina & Grill and/or Javier's-UTC, LLC in California as a non-exempt, hourly employee between February 13, 2016 through [insert date of preliminary approval], then you may get money from a class action and PAGA settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ________________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by ________________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ________________. You don't have to attend but you do have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** ______________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the second page of this Notice. If you disagree with either of these numbers, or disagree with the amount of any prior payment received (if applicable) you must challenge it by _______________. See Section **4** of this Notice.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC (collectively, "Defendants" is used herein as a placeholder), for alleged wage and hour violations. The Action was filed by individual who worked for Defendants as non-exempt, hourly employees, Andrea Martinez and Juana Maria Ramirez ("Plaintiffs"), and seeks payment of (1) unpaid minimum wages, unpaid overtime wages, unpaid meal and rest period premiums, wage statement penalties, waiting time penalties, and restitution under California Business and Professions Code section 17200 for a class of individuals classified as non-exempt employees ("Class Members") who worked for one or both of the Defendants during the period of time starting on February 13, 2016 and ending on [insert date of preliminary approval] ("Class Period"); and also seeks (2) civil penalties under the California Private Attorney General Act ("PAGA") for all individuals classified as non-exempt employees ("Aggrieved Employees") who worked for one or both of the Defendants during the period of time starting on February 13, 2019 and ending on [insert date of preliminary approval] ("PAGA Period").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_______ (less tax withholding) and your Individual PAGA Payment is estimated to be $________**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked ________ workweeks** during the Class Period and **you worked __ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for one or both of the Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims

against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are individuals who worked for one or both of the Defendants as non-exempt, hourly employees. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal and rest periods, failing to provide accurate wage statements, and failing to pay all wages owed upon termination. Based on the same claims, Plaintiffs have also asserted a claim for restitution under California Business and Professions Code section 17200 and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law Group, APC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs is correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $3,000,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants promise to pay a total of Three Million Dollars and Zero Cents ($3,000,000.00). Defendants have agreed to deposit the money that is part of the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

   The Gross Settlement Amount is estimated to be fully funded on [insert date]. Checks are estimated to be disbursed on [insert date].

2. ~~Court Approved Deductions from Gross Settlement~~Deductions from Gross Settlement Amount Subject

to Approval by the Court. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $1,000,000.00 (1/3rd of the Gross Settlement) to Class Counsel for attorneys' fees and up to $115,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 to each Plaintiff as Class Representative Service Payments for filing the Action (for a total of $20,000.00), working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

C. Up to $16,500 to the Administrator for services administering the Settlement.

D. Up to $250,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The calculation is explained more fully below in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ___________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline (a form is included with this Notice Packet). The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual

Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void. That is, Defendants will not pay any money and Class Members will not release any claims against Defendants that have not already been released by a prior release agreement, if applicable.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, release Defendants, their past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys ~~Defendants and any respective parent, subsidiaries, affiliates, successors and related entities, any employee benefit plans sponsored or administered by Defendants or such related entities, and any and all of their respective past or present officers, directors, partners, members, insurers, agents, assigns, attorneys, employees, trustees, administrators, fiduciaries, and any other persons acting by, through, under or in concert with any of them~~ ("Released Parties") from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were pled or reasonably could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period. This includes claims for (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201-203); (7) Unfair Competition (Bus & Prof Code § 17200 *et seq.*); and (8) claims that were asserted or could have been asserted based on the facts alleged in the Operative Complaint ("Released Class Claims").

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, the Released Parties from all claims for PAGA penalties that were alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201-203); and (7) all claims that were asserted or could have been asserted based on the facts in the PAGA Notices to the LWDA ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: The Net Settlement Amount shall be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's workweeks.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25 percent share of PAGA Penalties ($62,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [insert response date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail or fax or utilizing the form included with this Notice Packet regarding disputes. Section 9 of this Notice has the Administrator's contact information. You may submit a dispute by fax, email, or mail to the Administrator.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if the Aggrieved Employee opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to opt-out of the class settlement, complete the Request for Exclusion Form included with this Notice Packet. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as "Martinez v. Marcos & Javiers", and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by**

____________, **or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. You may submit the Request for Exclusion Form by fax, email, or mail to the Administrator.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to object to the Settlement, you may complete the Objection Form included with this Notice Packet and/or appear at the Final Approval Hearing.

Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 Court days before the ___________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ____________(url)____________ or the Court's website ______________(url)____________.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is ____________**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Martinez v. Marcos & Javiers and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. Written objections can be submitted by fax, email or mail to the administrator

Alternatively, a Participating Class Member can object by attending the Final Approval Hearing. You should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ________(date) at _______ (time) in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via online conference (https://www.occourts.org/civil-remote-hearings). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ___________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://civilwebshopping.occourts.org/search.do#searchAnchor) and entering the Case Number for the Action, Case No. 30-2020-01131297-CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-6878. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Lidman Law, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245
Telephone: (424) 322-4772
Facsimile: (424) 322-4775
Email: slidman@lidmanlaw.com
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Paul K. Haines
Haines Law Group, APC
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2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
Email: phaines@haineslawgroup.com

Settlement Administrator: Name of
Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

WORKWEEK DISPUTE & CHANGE OF ADDRESS FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator. This form can be submitted to the Settlement Administrator by fax, email or mail.

(I) Please type or print your name:

____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Defendants' records:

You were employed by one and/or both of the Defendants and worked a total of __ workweeks during the time period between February 13, 2016 and [insert date of preliminary approval].

You were employed by one and/or both of the Defendants and worked a total of ___ pay periods during the time period between February 13, 2019 and [insert date of preliminary approval].

Based on the above, your Individual Settlement Payment is estimated to be $________ and Individual PAGA Payment is estimated to be $________.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

____
____
____
____

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties, the Settlement Administrator and the Court as described in the "Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval" that accompanies this Form. The Court will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>

REQUEST FOR EXCLUSION FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC***, Orange County Superior Court Case No. 30-2020-01131297-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter. This form can be submitted to the Settlement Administrator by fax, email or mail.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print):____
(First) (Middle) (Last)

Address:____
(Street)

____
(City) (State) (Zip)

Last 4 Digits of Social Security Number: __________ Telephone No.: ____________________________

Dated: ________________________ Signature: __________________________________

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _________, 2025 AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC
Administrator Name
c/o _______________
____
____

OBJECTION FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

You are not required to appear in Court in order to object to the Settlement. If you would like to provide a written objection to the Class Action Settlement entitled *Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC,* you must complete all steps listed in 1-5 below. If you are planning on appearing in Court, please circle "yes" in Section 3 below. You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this form. This form can be submitted to the Settlement Administrator by fax, email or mail.

1. Provide the following information:

Your Name (Please Print):____
(First) (Middle) (Last)

Your Address:____

Last 4 Digits of your Social Security Number: __________

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space): ____
____
____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number________________________________

4. Date and sign this form below:

Dated: _________________________ Signature: _____________________________________

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN ________________.

Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC
Administrator Name
c/o _______________
____
____

EXHIBIT C

EXHIBIT C

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

ANDREA MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

If you worked for Marcos & Javiers, LLC dba Javier's Cantina & Grill and/or Javier's-UTC, LLC in California as a non-exempt, hourly employee between February 13, 2016 through [insert date of preliminary approval], then you may get money from a class action and PAGA settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ________________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by ________________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the ________________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ________________. You don't have to attend but you do have the right to appear in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** ____________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the second page of this Notice. If you disagree with either of these numbers, or disagree with the amount of any prior payment received (if applicable) you must challenge it by ____________. See Section **4** of this Notice.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC (collectively, "Defendants" is used herein as a placeholder), for alleged wage and hour violations. The Action was filed by individual who worked for Defendants as non-exempt, hourly employees, Andrea Martinez and Juana Maria Ramirez ("Plaintiffs"), and seeks payment of (1) unpaid minimum wages, unpaid overtime wages, unpaid meal and rest period premiums, wage statement penalties, waiting time penalties, and restitution under California Business and Professions Code section 17200 for a class of individuals classified as non-exempt employees ("Class Members") who worked for one or both of the Defendants during the period of time starting on February 13, 2016 and ending on [insert date of preliminary approval] ("Class Period"); and also seeks (2) civil penalties under the California Private Attorney General Act ("PAGA") for all individuals classified as non-exempt employees ("Aggrieved Employees") who worked for one or both of the Defendants during the period of time starting on February 13, 2019 and ending on [insert date of preliminary approval] ("PAGA Period").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_______ (less tax withholding) and your Individual PAGA Payment is estimated to be $________**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked ________ workweeks** during the Class Period and **you worked __ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for one or both of the Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims

against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are individuals who worked for one or both of the Defendants as non-exempt, hourly employees. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal and rest periods, failing to provide accurate wage statements, and failing to pay all wages owed upon termination. Based on the same claims, Plaintiffs have also asserted a claim for restitution under California Business and Professions Code section 17200 and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law Group, APC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs is correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. <u>Defendant Will Pay $3,000,000.00 as the Gross Settlement Amount (Gross Settlement)</u>. Defendants promise to pay a total of Three Million Dollars and Zero Cents ($3,000,000.00). Defendants have agreed to deposit the money that is part of the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

   The Gross Settlement Amount is estimated to be fully funded on [insert date]. Checks are estimated to be disbursed on [insert date].

2. <u>Deductions from Gross Settlement Amount Subject to Approval by the Court.</u> At the Final Approval

Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $1,000,000.00 (1/3rd of the Gross Settlement) to Class Counsel for attorneys' fees and up to $115,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 to each Plaintiff as Class Representative Service Payments for filing the Action (for a total of $20,000.00), working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

C. Up to $16,500 to the Administrator for services administering the Settlement.

D. Up to $250,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The calculation is explained more fully below in Section 4.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than __________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline (a form is included with this Notice Packet). The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual

Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void. That is, Defendants will not pay any money and Class Members will not release any claims against Defendants that have not already been released by a prior release agreement, if applicable.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

   All Participating Class Members, on behalf of themselves and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, release Defendants, their past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys ("Released Parties") from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were pled or reasonably could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period. This includes claims for (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201-203); (7) Unfair Competition (Bus & Prof Code § 17200 *et seq.*); and (8) claims that were asserted or could have been asserted based on the facts alleged in the Operative Complaint ("Released Class Claims").

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases are as follows:

    All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, the Released Parties from all claims for PAGA penalties that were alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. This includes claims for PAGA penalties based on underlying claims for (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201-203); and (7) all claims that were asserted or could have been asserted based on the facts in the PAGA Notices to the LWDA ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: The Net Settlement Amount shall be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's workweeks.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25 percent share of PAGA Penalties ($62,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [insert response date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, e-mail or fax or utilizing the form included with this Notice Packet regarding disputes. Section 9 of this Notice has the Administrator's contact information. You may submit a dispute by fax, email, or mail to the Administrator.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if the Aggrieved Employee opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to opt-out of the class settlement, complete the Request for Exclusion Form included with this Notice Packet. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as "Martinez v. Marcos & Javiers", and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____________, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. You may submit the Request for Exclusion Form by fax, email, or mail to the Administrator.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to object to the Settlement, you may complete the Objection Form included with this Notice Packet and/or appear at the Final Approval Hearing.

Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 Court days before the ____________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____________(url)_____________ or the Court's website _______________(url)_____________.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is ____________.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Martinez v. Marcos & Javiers and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. Written objections can be submitted by fax, email or mail to the administrator

Alternatively, a Participating Class Member can object by attending the Final Approval Hearing. You should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _________(date) at ________ (time) in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via online conference (https://www.occourts.org/civil-remote-hearings). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ____________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://civilwebshopping.occourts.org/search.do#searchAnchor) and entering the Case Number for the Action, Case No. 30-2020-01131297-CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-6878. DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator: Name of
Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

WORKWEEK DISPUTE & CHANGE OF ADDRESS FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator. This form can be submitted to the Settlement Administrator by fax, email or mail.

(I) Please type or print your name:

____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Defendants' records:

You were employed by one and/or both of the Defendants and worked a total of __ workweeks during the time period between February 13, 2016 and [insert date of preliminary approval].

You were employed by one and/or both of the Defendants and worked a total of ___ pay periods during the time period between February 13, 2019 and [insert date of preliminary approval].

Based on the above, your Individual Settlement Payment is estimated to be $________ and Individual PAGA Payment is estimated to be $________.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

____
____
____
____

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties, the Settlement Administrator and the Court as described in the "Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval" that accompanies this Form. The Court will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>

REQUEST FOR EXCLUSION FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC***, Orange County Superior Court Case No. 30-2020-01131297-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter. This form can be submitted to the Settlement Administrator by fax, email or mail.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print):____
(First) (Middle) (Last)

Address:____
(Street)

____
(City) (State) (Zip)

Last 4 Digits of Social Security Number: __________ Telephone No.: ____________________________

Dated: _________________________ Signature: ___________________________________

TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _________, 2025 AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:

Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC
Administrator Name
c/o _______________
____
____

OBJECTION FORM

MARTINEZ, ET AL. V. MARCOS & JAVIERS, LLC DBA JAVIER'S CANTINA & GRILL, ET AL.
Orange County Superior Court, Case No. 30-2020-01131297-CU-OE-CXC

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

You are not required to appear in Court in order to object to the Settlement. If you would like to provide a written objection to the Class Action Settlement entitled *Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC,* you must complete all steps listed in 1-5 below. If you are planning on appearing in Court, please circle "yes" in Section 3 below. You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this form. This form can be submitted to the Settlement Administrator by fax, email or mail.

1. Provide the following information:

Your Name (Please Print):____
(First) (Middle) (Last)

Your Address:____

Last 4 Digits of your Social Security Number: __________

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space): ____
____
____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number______________________________

4. Date and sign this form below:

Dated: ________________________ Signature: ____________________________________

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN ________________.

Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC
Administrator Name
c/o _______________
____
____