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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]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 22, 2026
Time: 1:30 p.m.
Dept.: CX103

Complaint filed: February 13, 2020
FAC filed: May 26, 2020
SAC filed: December 15, 2023

1 I, SCOTT M. LIDMAN, declare as follows:

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

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law firm
9 of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in
13 the world exclusively devoted to representing management in employment, employee benefits and labor
14 law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I
19 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,
20 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working
21 on wage and hour class actions venued in both state and federal courts. During that time and my legal
22 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

23 5. During my employment at Littler Mendelson, I played a significant role in the class actions
24 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,
25 I received a wide-array of wage and hour class action experience performing the following types of tasks:
26 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
27 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
28

discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; drafting motions for decertification following class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and potential damages resulting from such claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a matter through and beyond class certification. I also supervised the work of several junior attorneys who were staffed on the same wage and hour class actions.

6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United States District Court, Central District of California, Honorable Gary Klausner, presiding¹.
- *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN, United States District Court, Central District of California, Honorable Percy Anderson, presiding.

¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
14 United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
16 Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and
27 the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
5 States District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
8 States District Court, Southern District of California, Honorable John A. Houston,
9 presiding.
- 10 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
14 District Court, Central District of California, Honorable Margaret Morrow,
15 presiding.
- 16 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
17 States District Court, Northern District of California.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
20 presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
24 County of Los Angeles, Honorable Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

3 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
4 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
5 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of
6 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
7 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
8 (65) wage and hour class actions filed in State courts throughout California, with several of them having
9 been removed to Federal courts. I believe that my professional experience renders me more than qualified
10 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
11 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
12 hour cases throughout my career involving similar claims, including the wage and hour class actions
13 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
14 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
15 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
16 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
17 involved in wage and hour class action litigation.

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
22 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster
23 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
24 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
25 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
26 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
27 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
28

1 v. *H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
2 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
3 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
4 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
5 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
6 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
7 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
8 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
9 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
10 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
11 County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*
12 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
13 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
14 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
15 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
16 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
17 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
18 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
19 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
20 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
21 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
22 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
23 Honorable Judge Philip S. Gutierrez presiding.

24 9. As co-lead counsel for Plaintiffs and the proposed Settlement Class, I have been intimately
25 involved in every aspect of this case from its inception through the present, and I believe that the proposed
26 Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

27 //

10. Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC (hereinafter "Defendants") are two high end Mexican restaurants owned by the same owners. 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 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. *Id.* 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.

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. *Id.* Therefore, Plaintiffs alleges that Defendants: (1) engaged in minimum wage violations; (2) failed to pay all overtime wages; (3) engaged in meal period violations; (4) engaged in rest period violations; (5) are subject to wage statement penalties; (6) are subject to waiting time penalties; (7) engaged in unlawful business practices; and (8) are liable for civil penalties under the PAGA.

On July 15, 2025, Plaintiffs were filed their motion for class certification and was set to be heard on October 17, 2025. Subsequently, the Parties participated in private mediation and reached a class-wide

1 settlement, subject to this Court's approval.

2 11. In the instant action, the Parties have engaged in formal discovery. The Parties served and
3 responded to multiple sets of written discovery, including without limitation, Special Interrogatories, Form
4 Interrogatories, and Requests for Production of Documents. Over the course of several years, Defendants
5 produced thousands of pages of documents and excel spreadsheets.

6 The *Belaire-West* notice process was completed and the contact information for the putative class
7 members who did not opt out was provided on September 7, 2021.

8 Plaintiffs also took 4 depositions of Defendants' Persons Most Qualified and Defendants took the
9 deposition of Plaintiff Ramirez Angeles.

10 After the detailed review of the Defendants' discovery responses, deposition transcripts, document
11 production, and motion for class certification, Class Counsel drew on their extensive experience in similar
12 cases to assess the strengths and weaknesses of Plaintiffs' case. This discovery allowed the parties to
13 assess the merits and value of Plaintiffs' claims and Defendants' defenses thereto, if a settlement could
14 not be reached.

15 12. On August 11, 2025, a mediation was held with Michael D. Young, Esq. a well-respected
16 wage and hour mediator. Lidman Decl., ¶ 12. During mediation, the Parties vigorously debated their
17 opposing legal positions, the likelihood of certification of Plaintiffs' claims, the expiration of the 5 year
18 rule, and the legal basis for the claims and defenses. *Id.* As a result of the mediator's proposal, the parties
19 reached a settlement in principle *Id.* In the weeks that followed, the parties finalized the terms of
20 settlement and executed the Stipulation of Class and PAGA Action Settlement ("Settlement"). A true and
21 correct copy of the Settlement is attached hereto as **Exhibit 1**. The proposed Notice Packet is attached as
22 Exhibit C to the Settlement.

23 13. If the Court approves this Settlement, Defendants will pay a Gross Settlement Amount
24 ("GSA") of \$3,000,000.00.⁶ Significantly, this Settlement is **non-reversionary**, and no Settlement Class

25 ⁶ Defendants represent that there are approximately 1,183 Class Members who worked approximately 132,946 workweeks
26 between February 13, 2016 and August 11, 2025, the date of the Parties' mediation. If the actual number of workweeks during
27 the Class Period is more than 10% greater than this figure (i.e., there are more than 146,241 Workweeks worked by the Class
28 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. Settlement 4.F.

member will have to submit a claim form to receive a Settlement Award. Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	\$3,000,000.00
Minus Court-approved attorneys’ fees (1/3 of GSA):	\$1,000,000.00
Minus Court-approved, verified costs (up to):	\$115,000.00
Minus Court-approved Class Representative Service Awards (up to):	\$20,000.00
Minus Settlement Administration Costs:	\$16,500.00
Minus PAGA Civil Penalties:	\$250,000.00
Net Settlement Amount (“NSA”):	\$1,598,500.00

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.⁷ See Settlement, ¶ 4.C.

After deducting amounts for the Court-approved attorneys’ fees and verified costs, Service Awards to Plaintiffs, Settlement Administrator costs, and the PAGA Civil Penalties, the Settlement requires Defendant to pay a Net Settlement Amount (“NSA”) of at least \$1,598,500.00 to all Settlement Class members who do not timely opt out. This amount does not include the \$62,500.00 PAGA Amount to be paid to the Aggrieved Employees.

14. According to Defendant, there are approximately 1,183 total Settlement Class Members defined as:

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.

The “Class Period” is defined as February 13, 2016 through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

⁷ 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. See Settlement, ¶ 4.B.

1
2 Thus, the average Individual Settlement Award is projected to be approximately **\$1,351.23**. There
3 are approximately 132,946 workweeks during the Class Period, which means the net value per workweek
4 is \$12.02 (\$1,598,500 NSA / 132,946 workweeks). *Id.* Therefore, the lowest estimated individual
5 payment for a Settlement Class member is \$12.02, while the highest estimated individual payment for a
6 Settlement Class member is \$6,490.80 (\$12.02 x 540 workweeks).

7 15. According to Defendant, there are approximately 921 total Aggrieved Employees defined
8 as:

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

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

14 The average PAGA Payment to Aggrieved Employees is \$67.86.

15 16. Settlement Class Members' claims arise from Defendants' common, uniform policies and
16 practices that applied to Settlement Class members during the class period. = Specifically, Plaintiffs
17 alleged that Defendants' common and uniform policies and practices resulted in the following violations:
18 (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest
19 period violations; (5) wage statement penalties; (6) waiting time penalties; (7) unfair competition; and (8)
20 liability for civil penalties under the PAGA.

21 17. As described in the accompanying Motion for Preliminary Approval, Plaintiffs alleges
22 Defendants failed to include the bonuses for purposes of calculating the regular rate of pay. Specifically,
23 Plaintiffs allege that Defendants paid their non-exempt employees either incentive pay, auto-gratuity
24 and/or other forms of pay not properly excludable as a matter of law when calculating an employee's
25 regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive
26 Pay"). Despite Defendants' payment of Incentive Pay to Plaintiff and non-exempt employees, Plaintiffs
27 contend that Defendants failed to include all forms of Incentive Pay when calculating Plaintiff's and non-
28 exempt employees' regular rate of pay, thereby causing Plaintiffs and other non-exempt employees to be

underpaid for all of their overtime wages. Based on the data produced throughout the litigation, over 2,700 of the pay periods are affected by this regular rate issue. Therefore, although Defendants' exposure may be minimal compared to the other claims, it still triggers derivative claims for wage statement violations, waiting time penalties and PAGA penalties.

18. Defendants contend that any additional compensation received by non-exempt employees was discretionary and therefore not required to be included when calculating the regular rate of pay for the purposes of sick pay. Defendants further contend that they have always properly calculated the regular rate of pay, and have produced pay data demonstrating that the regular rate was calculated correctly. Defendants further asserts that Plaintiff would be unable to certify this class given the individualized inquiries that would be required.

19. Plaintiffs allege that they and the Settlement Class Members were not provided with all legally-compliant meal periods beginning before the end of the fifth hour of work, nor were they provided second meal periods when working shifts longer than 10.0 hours. Specifically, Plaintiffs allege Defendants' supervisors were responsible for scheduling meal periods and Plaintiffs and Settlement Class members were not permitted to take their meal periods unless and until their supervisor affirmatively relieved them from their duties. As a result of this human-controlled process for providing meal periods, and the nature of the restaurant business, Plaintiffs contend that Settlement Class members were not provided with a meal period until after the fifth hour of work had concluded. Additionally, Plaintiff contends that Defendants failed to provide second meal periods for shifts that were over 10.0 hours. Accordingly, Plaintiffs calculated Defendants' alleged exposure on the meal period claim at \$3,539,735.

20. Defendants counter that they have always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take all legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendants. Defendants also contend that their pay records demonstrate payment of meal period premiums to putative class members. Defendants points out that they are only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. Finally, Defendants contends Plaintiffs' meal period claim is not suited

1 for class certification, given that individual inquiries would be required to assess which employees took
2 non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why
3 a particular employee took a non-compliant meal period or missed a meal period during a particular shift.
4 Accordingly, Plaintiffs discounted the maximum exposure by 50% for the risk of non-certification, and an
5 additional 60% to account for Defendants' defenses on the merits to arrive at an estimated exposure of
6 \$707,947.

7 21. Plaintiffs allege that they and Settlement Class Members were also not authorized and
8 permitted to take all required rest periods due to Defendant's rest period policies and practices.
9 Specifically, Plaintiffs allege that due to the nature of the restaurant business and supervisors being
10 responsible for releasing employees for rest periods, Plaintiffs and Settlement Class members were unable
11 to take any required rest periods. Thus, Plaintiffs allege that they and other non-exempt employees
12 experienced at least one rest period violation on every shift worked in excess of 3.5 hours. Therefore,
13 Plaintiffs calculated Defendants' maximum potential exposure for the alleged rest period violations at
14 approximately \$11,166,358.

15 22. Defendants contend they have always maintained and enforced lawful rest period policies
16 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
17 periods in compliance with California law. Defendants argues that they have breakers to ensure employees
18 take their breaks. Defendants also argue that Plaintiffs' rest period claim is inherently unsuited for class
19 treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact
20 authorized and permitted to take a compliant rest period, which would devolve into an unmanageable
21 series of mini-trials. Accordingly, Plaintiffs discounted the maximum exposure by 65% for the risk of
22 non-certification, and an additional 65% to account for Defendants' defenses on the merits to arrive at an
23 estimated exposure of \$1,367,878.86.

24 23. Plaintiffs further allege that Defendants issued inaccurate wage statements in violation of
25 Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages
26 described above. Specifically, Plaintiffs contend that this conduct violated Labor Code § 226(a) because
27 the wage statements issued to Settlement Class Members did not include all hours worked and the rate at
28

1 which they were being paid. Plaintiffs calculated Defendants' maximum potential exposure for wage
2 statement violations at approximately \$4,981,250.

3 24. Defendants argue that their alleged wage statement violations could not be shown to be
4 "knowing and intentional," and that Plaintiffs cannot show that they or any other employee "suffer[ed]
5 injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
6 imposition of penalties. Defendants also argue that recovery of wage statement penalties as a derivative
7 claim for other alleged violations (such as unpaid wages or meal/rest periods) is an unlawful double
8 recovery prohibited under binding California law, including *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.
9 App. 5th 1308 (2018) and *Soto v. Motel 6 Operating, L.P.*, 4 Cal. App. 5th 385 (2016). As such, Plaintiffs
10 discounted the calculated exposure by 45% for a risk of non-certification and an additional 50% for a risk
11 of being unsuccessful on the merits, to arrive at an estimated total of approximately \$1,369,843.75.

12 25. Plaintiffs alleges that Defendants are also liable for waiting time penalties under Labor
13 Code section 203 as a result of its failure to pay all wages. Based on the data provided by Defendants,
14 there were approximately 701 Settlement Class Members who have separated their employment with
15 Defendants during the relevant time period who could be entitled to waiting time penalties. Therefore,
16 Plaintiffs calculated Defendants' maximum potential exposure for waiting time penalties at approximately
17 \$3,120,852.

18 26. Defendants assert they have strong defenses to the waiting time claim because there exist
19 good-faith disputes as to Plaintiffs' underlying claims, precluding imposition of penalties. Accordingly,
20 Plaintiffs discounted the maximum exposure by 45% for the risk of non-certification, and an additional
21 40% to account for Defendants' defenses on the merits, to arrive at an estimated exposure of approximately
22 \$1,029,881.16.

23 27. Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged Labor
24 Code violations. Plaintiffs calculated Defendants' potential exposure at \$4,996,300.00 based on the initial
25 violation rate.

26 28. Defendants argue that Plaintiffs' PAGA claim will fail for the same reasons that her
27 underlying claims will fail. Defendants also maintain that, given their good faith defenses, this Court would
28

1 exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendants liable for
2 any of Plaintiffs' claims. Therefore, Plaintiffs discounted the maximum exposure figure by 60% for a risk
3 of being unsuccessful on the merits, and an additional 55% to account for the possibility of this Court
4 reducing penalties, to arrive at an estimated exposure of \$899,334.

5 29. Using these estimated figures for each of the claims described above, Plaintiffs predicted
6 the realistic total recovery for the Settlement Class would be at least approximately \$5,374,884.77. The
7 proposed settlement of \$3,000,000.00 therefore represents approximately 55% of the reasonably
8 forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the settlement will
9 provide tangible monetary relief to Settlement Class members and will still provide an average recovery
10 to Settlement Class members of over \$1,300.00, which is a great result given the expiration of the five
11 year rule.

12 30. Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA,
13 which is currently estimated to be \$1,000,000.00, and up to \$115,000.00 in verified costs reimbursement.
14 Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and
15 time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial
16 attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research,
17 propounding multiple sets of written discovery, responding to written discovery, lengthy meet and confer
18 conferences with defense counsel, participating in the *Belair-West* opt out notice mailing, reviewing
19 thousands of pages of Defendant's documents and policies, preparing and taking 4 PMQ depositions,
20 preparing and defending Plaintiff Ramirez Angeles' deposition, analyzing Plaintiff's timekeeping data
21 and payroll records, drafting and filing a Motion for Class Certification, preparing for and attending
22 mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise
23 litigating the case. Lidman Decl., ¶ 30. Class Counsel expects to expend additional attorney time in
24 attending the hearing on this Motion, overseeing the Notice process, fielding questions from Settlement
25 Class members, preparing the final approval papers, and attending the Final Approval hearing.

26 31. Plaintiff has provided written approval of the split of attorneys' fees in this action.
27
28

32. Here, as part of the Settlement, Plaintiffs will separately apply for a service awards at the time of seeking final approval of the proposed class action settlement in the amount of \$10,000.00 each for their services to the Settlement Class. I believe this is reasonable. As will be fully briefed at the time of final approval, Plaintiffs' requested service award is intended to recognize the time and effort Plaintiffs expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, multiple conferences with Class Counsel to discuss the claims and theories at issue in the litigation, responding to written discovery, sitting for a deposition, as well as the significant risks Plaintiffs undertook by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiffs have agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

33. There are no apparent conflicts of interest between Plaintiff and the Settlement Class she seeks to represent. There are no apparent conflicts of interest between Class Counsel and the Settlement Class.

34. Although Plaintiffs filed for class certification, they faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment. If the classes sought to be certified by Plaintiff were in fact certified, the parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense. Thus, this factor supports preliminary approval.

35. I have directed my office to submit a copy of the instant Motion for Preliminary Approval and all supporting documents via the LWDA's website on the same date concurrently herewith and will have a supplemental declaration filed after the Motion for Preliminary Approval and all supporting documents are submitted to the LWDA.

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

Executed on March 30, 2026, at El Segundo, California.

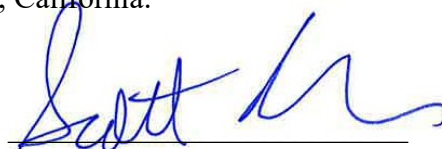

Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

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.

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. **Escalator Clause.** 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;
cwesi@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

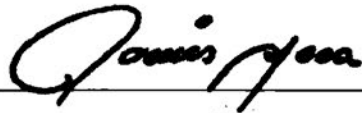
18. **Cooperation and Attorney Authorization.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed. The Parties further agree that they authorize their attorneys to execute any subsequent 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.

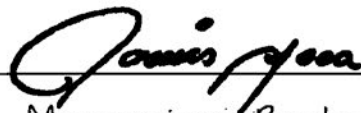
DATED: 03/18/2026

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

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"):

Overtime Violations

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.

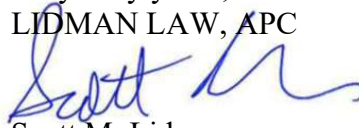
As "aggrieved employees," Ms. Ramirez Angeles will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Ramirez Angeles' own investigation, and on 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 [redacted]	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 [redacted]	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 [redacted] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [redacted]. 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.
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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. 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. 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 [REDACTED], 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. 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 [redacted], 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 [redacted] 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

[redacted] (url)

or the Court's website

[redacted] (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 [redacted].** 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 [redacted] (date) at [redacted] (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 [redacted] 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:

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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 [REDACTED], 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 [REDACTED]

Andrea Martinez, et al. v. Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC

Administrator Name

c/o
