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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

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DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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*] **~~[AMENDED PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: October 26, 2026 Time: 1:30 p.m. Dept.: CX103 Complaint filed: February 13, 2020 FAC filed: May 26, 2020 SAC filed: December 15, 2023

The Motion of Plaintiffs Andrea Martinez and Juana Maria Ramirez Angeles ("Plaintiffs") for Preliminary Approval of Class Action Settlement will come on regularly for hearing before this Court on October 26, 2026 at 1:30 p.m. The Court, having considered the proposed Class Action and PAGA Settlement Agreement and First Amendment to Class Action and PAGA Settlement Agreement (collectively, the "Settlement"), attached as **Exhibit A** to the Supplemental Declaration of Scott M. Lidman filed concurrently with the Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement ; having considered Plaintiff's Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional 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. The "Class Period" is defined as February 13, 2016 through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

Additionally, for the purposes of this settlement only, PAGA Employees shall be 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 "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.

2. For purposes of the Settlement, the Court designates named Plaintiffs Andrea Martinez and Juana Maria Ramirez Angeles as Class Representatives, and designates Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC

as Class Counsel.

3. The Court conditionally designates Phoenix Settlement Administrators ("Phoenix") as the third-party Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the following documents to be mailed to the Settlement Class in both English and Spanish:

a. Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval attached as **Exhibit A;**

b. Workweek Dispute & Change of Address Form attached as **Exhibit B**;

c. Request for Exclusion Form attached as **Exhibit C**;

d. Objection Form attached as **Exhibit D**.

5. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class members, constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for Settlement Class members to submit disputes, opt out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and Proposed Settlement.

7. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

8. The Court directs the Settlement Administrator to mail the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the Class members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to submit any disputes, opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX 103 of this Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701 on March 15, 2027 at 1:30 p.m.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement of $3,000,000.00 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees totaling $1,000,000.00, reimbursement of litigation expenses up to $115,000.00, service awards to Plaintiffs of $10,000.00 each, Labor Code Private Attorneys General Act ("PAGA") penalties settlement of $250,000 (of which $187,500.00 shall be paid to the Labor and Workforce Development Agency ("LWDA")), and settlement administration fees and costs of $62,500.00 should be granted. At the Final Fairness Hearing, the Court will also consider any requests for exclusions, objections, and workweek disputes.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court and shall also serve all documents on the LWDA at the time the Motion for Final Approval is filed.

13. An implementation schedule is below:

Event	**Date**
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order (is November 16, 2026 if the Court grants preliminary approval on October 26, 2026)
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Information from Defendant (is December 2, 2026 if the Court grants preliminary approval on October 26, 2026)

Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator (is February 1, 2027if the Court grants preliminary approval on October 26, 2026)
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 Court days prior to Final Fairness Hearing
Final Fairness Hearing:	Proposed date of February 22, 2027 at 1:30 p.m.

14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 10/28, 2026

Honorable David A. Hoffer
Judge of the Superior Court

EXHIBIT A

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

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

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

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

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

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

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

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

against Defendant.

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

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

1. WHAT IS THE ACTION ABOUT?

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

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

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

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

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

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

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

2. Deductions from Gross Settlement Amount Subject to Approval by the Court. At the Final Approval

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, the Released Parties from all claims for PAGA penalties that were alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. This

includes claims for PAGA penalties based on underlying claims for (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226 *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201-203); and (7) all claims that were asserted or could have been asserted based on the facts in the PAGA Notices to the LWDA ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

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

5. HOW WILL I GET PAID?

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

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

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

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

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

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

9. HOW CAN I GET MORE INFORMATION?

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

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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.

EXHIBIT B

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>>

EXHIBIT C

REQUEST FOR EXCLUSION FORM

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

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

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

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

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

Address:_____
(Street)

_____
(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

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

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

EXHIBIT D

OBJECTION FORM

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

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

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

1. Provide the following information:

Your Name (Please Print):_____
(First) (Middle) (Last)
Your Address:_____

Last 4 Digits of your Social Security Number: _____

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

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

Circle One: Yes No

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

4. Date and sign this form below:

Dated: _____ Signature: _____

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

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