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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

DAVID ISAAC TOBAR ORTIZ, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

EPICUREAN GROUP, a California corporation; and DOES 1 through 50,

Defendants.

Case No.: 23CV424299

[Assigned for All Purposes to:
Hon. Beth McGowen, Dept. 22]

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD; MEMORANDUM OF POINTS AND AUTHORITIES

(Filed Concurrently with Supporting Declarations and [Proposed] Order and Judgment)

DATE: December 17, 2026
TIME: 1:30 p.m.
DEPT: 22

Action Filed: October 17, 2023
Trial Date: Not Set

THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court and California Code of Civil Procedure § 382, on December 17, 2026 at 1:30 p.m. in Department 22 of the Santa Clara Superior Court, Old Courthouse, located at 161 North First Street, San Jose, CA 95113, Plaintiff David Isaac Tobar Ortiz ("Plaintiff") individually and on behalf of a class of similarly situated individuals, will and hereby do move this Court for entry of an Order:

1. Granting final approval of the Settlement;

2. Approving distribution of the settlement funds to the Class Members pursuant to the terms of the Settlement;

3. Approving distribution of PAGA penalties to the LWDA and PAGA Members pursuant to the terms of the Settlement;

4. Approving Plaintiff's request for Class Representative Service Payment of $10,000.00;

5. Approving Plaintiff's request for an award of attorneys' fees to Class Counsel of 35% of the Gross Settlement Amount, totaling $455,000.00;

6. Approving Plaintiff's request for reimbursement of litigation costs of $20,061.17;

7. Approving Plaintiff's request for payment of settlement administration costs to Phoenix Settlement Administrators in the amount of $15,950.00; and

8. That the Court enter final judgment as to all members of the Class in this action.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. In light of the overwhelmingly positive response, as shown by the lack of objections and nominal opts-out, there is no question that the settlement is fair, reasonable, and adequate and thus should be granted final approval.

This Motion is based on this Notice of Motion; the attached Memorandum of Points and Authorities; the supporting declarations of William C. Sung, Plaintiff David Isaac Tobar Ortiz, Connor Tevenan of Phoenix Settlement Administrators, and the exhibits attached thereto; the Agreement and Amendment; the pleadings, and other papers filed in this Action; and on any further oral or documentary evidence or argument presented at the time of the hearing.

Respectfully submitted,

DATED: November 9, 2026

JUSTICE FOR WORKERS, P.C.



By: _____

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
Attorneys for Plaintiff
DAVID ISAAC TOBAR ORTIZ

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a wage and hour class and representative PAGA action arising from Defendant Epicurean Group's ("Defendant") alleged violations of the California Labor Code. Prior to the settlement of this Action, Plaintiff David Isaac Tobar Ortiz ("Plaintiff") and Defendant (collectively, "Parties") thoroughly investigated the facts relating to the claims alleged in the operative First Amended Complaint against Defendant. The Parties engaged in pre-mediation informal discovery, including time and payroll records for a 20% sampling of Class Members. Thereafter, the Parties participated in a full day of private mediation and were able to reach the current settlement on a class and PAGA representative basis.

The terms of the settlement provide that Defendant shall pay a Gross Settlement Amount of $1,300,000.00. On average, each of the 1,435 Participating Class Members will receive approximately $508.01. The Parties believe that this amount is fair, adequate, and reasonable, especially given the risks and uncertainty of class certification and the merits of this case.

Further, notice of the settlement was provided to the class by the Administrator in the manner approved by the Court. As of the filing of the Motion, Class Members did not submit a single objection or request for exclusion. Thus, there is a **100%** participation rate. With full support of the Class, the Parties respectfully request that the Court grant final approval of the Settlement.

II. THE PAYMENTS TO THE SETTLEMENT CLASS & PAGA MEMBERS

The Settlement provided for a Gross Settlement Amount of $1,300,000.00. Agreement, § 3.1[1]. The entire Gross Settlement Amount is non-reversionary and no monies will revert back to Defendant. Agreement, § 3.1. The Class is defined as: "All current and former employees who are or were employed as non-exempt, hourly employees by Defendant and worked for Defendant within the State of California during the Class Period of October 17, 2019 through October 25, 2025." Declaration of William C. Sung, ¶ 2, Exh. 2 - Order Granting Preliminary Approval, p. 12:25-28.

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[1] The Class Action and PAGA Settlement Agreement ("Agreement") is attached as **Exhibit 1** to the Sung Decl. All defined terms in this motion have the same definition as that in the Agreement.

There are 1,435 Participating Class Members. Declaration of Connor Tevenan ("Admin Decl."), ¶ 11. The Net Settlement Amount is estimated to be $728,988.83 and is based on:

Gross Settlement Amount	**$1,300,000.00**
Less Class Counsel Fees Payment	($455,000.00)
Less Class Counsel Litigation Expenses Payment	($20,061.17)
Less Class Representative Service Payment	($10,000.00)
Less PAGA Payment	($70,000.00)
Less Settlement Administration Costs	($15,950.00)
Net Settlement Amount	**$728,988.83**

Admin. Decl. ¶ 13.

Pursuant to the terms of the Settlement, Participating Class Members will receive a proportionate share of the Net Settlement Amount based on the total number of Workweeks worked during the Class Period. Agreement, § 3.2.4. Based on settlement calculations at this time, the estimated average payment to each Class Member will be $508.01, the highest payment is $2,633.22, and the lowest payment is $6.24. Admin. Decl. at ¶ 14.

The Settlement allocates $70,000.00 to PAGA penalties ("PAGA Payment"), of which 75%, or $52,500.00 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $17,500.00 to PAGA Members. Agreement, § 3.2.5. PAGA Members will receive a proportionate share of $17,500.00 based on the number of Pay Periods worked during the PAGA Period. *Ibid.* Based on the estimated calculations at this time, the average Individual PAGA Payment to each of the 1,005 PAGA Member is estimated to be $17.41 and the highest payment is estimated to be $73.63 and lowest payment is estimated to be $0.54. Admin. Decl. ¶ 15.

III. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

On July 10, 2026, the Administrator received the Class Data from Defense Counsel that included 1,435 Class Members. Admin Decl. ¶ 3. The Administrator conducted an address verification against the National Change of Address database. Admin Decl., ¶ 4. On or about July 24, 2026, the Administrator mailed the Class Notice via first class mail to each of the persons identified in the Class List. Admin Decl. ¶ 5, Exh. A – Class Notice. As part of the administration process, no Class Notice was returned to the Administrator. Admin Decl. ¶ 6 . Thus, the Class Notice was delivered to 100% of the Class. *See ibid.*

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The Class Notice in English and Spanish provided Class Members with Class Counsel's contact information, where they could further seek information regarding the Settlement, leave questions for the Administrator, and update their address. Admin Decl., ¶ 5, Exh. A – Class Notice Packet. The Response Deadline was September 7, 2026. Admin Decl., ¶ 9-11. Notably, no Class Member objected to the Settlement, requested exclusion from the Settlement, or disputed workweeks or pay periods, resulting in a **100%** participation rate. *Ibid*.

The provision of sending the notice to Class Members as described above meets the requirements for the "best notice practicable" in this case as necessary to protect the due process rights of Class Members. *See Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12 (provision of "best notice practicable" with description of the litigation and explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-75 (individual notice must be sent to class members who can be identified through reasonable means). Here, Class Members were provided with a mailing regarding the Settlement that explained the settlement and allowed Class Members to seek information, ask questions, and object, if so desired. As such, proper notice has been given to the Class. The Court may proceed to determine the fairness and adequacy of the settlement and enter its Order granting final approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the claims, exclusion, and the approval process.

IV. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE

A. The Terms, Negotiation, and Reception of the Settlement by Class Members Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 130, 133, a class action settlement should be approved when the plaintiff has conducted sufficient discovery and the settlement is reasonable in light of the strengths of the plaintiff's claims. As discussed in the Motion for Preliminary Approval, Class Counsel have conducted extensive formal and informal discovery and investigation and, in light of the strength and weaknesses of Plaintiff's claims, Class Counsel submits that this settlement is fair pursuant to *Kullar*.

The Settlement was the product of a full day mediation and negotiation between highly able and experienced attorneys on both sides. *See* Sung Decl., ¶¶ 4-5. In addition, the resolution of this case was

reached only after the production of data relevant to the potential value of the claims. Sung Decl., ¶ 3. Defendant produced (1) the number of current/former employees, number of Class Workweeks and PAGA Pay Periods; (2) a 20% sampling of time and payroll records; (3) Defendant's employee handbooks and standalone policy documents; and (4) Plaintiff's personnel records and wage statements. *Ibid.* Plaintiff met and conferred with Defendant following its initial production and obtained additional class data and relevant policy information. *Ibid.*

Based on the data provided by Defendant and Plaintiff's counsel worked with an expert data scientist with prior class action litigation experience to conduct a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Defendant and create a detailed exposure analysis for all claims at issue. Sung Decl., ¶ 4. discussed in detail in Plaintiff's Motion for Preliminary Approval, Class Counsel estimated that the potential realistic recovery for the Class would be approximately $2,594,059.00. Sung Decl., ¶ 6. The proposed Settlement of $1,300,000.00 represents approximately 50.11% of the reasonably forecasted recovery for the Class. *Ibid.* Final approval is appropriate since the Settlement will provide significant monetary relief to the Class, which is consistent with what Class Counsel believe could have been recovered had the case proceeded through trial. *Ibid.*

The results after mailing of the Class Notice further support confirmation of the Court's preliminary approval of the settlement with final approval of the settlement, as evidenced by the fact that not a single Class Member objected to or opted out of the Settlement. The Court may appropriately infer that the class action settlement is fair, adequate, and reasonable when, among other reasons, few, or no class members object to it. *See Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1291; *Churchill Vill. LLC v. Gen. Elec.* (9th Cir. 2004) 361 F.3d 566, 577 (approving settlement with 45 objections and 500 opt-outs from a 90,000-person class, representing 0.05% and 0.56% of the class, respectively); *Chun–Hoon v. McKee Foods Corp*. (N.D. Cal. 2010) 716 F.Supp.2d 848, 852 (where 16 of 329 class members opted out, court found that positive class reaction "strongly supports settlement"). Here, the lack of any objections or opt-outs to this Settlement is an indication that Class Members themselves view the settlement as fair, adequate, and reasonable.

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B. Under Well-Established Legal Principles, the Court Should Grant Final Approval

1. Standard of Review

On a motion for final approval of a class action settlement under California Code of Civil Procedure section 382 and California Rule of Court 3.769, a court's inquiry is whether the settlement is "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625, *cert. denied subnom*., *Byrd v. Civil Serv. Comm'n* (1983) 459 U.S. 1217. A settlement is fair, adequate, and reasonable, and therefore merits final approval, when "the interests of the class are better served by the settlement than by further litigation." *See Manual for Complex Litigation, Fourth*, § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004 ("*Manual*"). The law favors settlement, particularly in class actions and other complex cases, where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See* Alba Conte & Herbert B. Newberg, *4 Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class Plaintiffs* 955 F.2d 1268 at 1276; *Van Bronkhorst v. Safeco Corp*. (9th Cir. 1976) 529 F.2d 943, 950.

Although a court possesses "broad discretion" in determining that a proposed class action settlement is fair, the court's role must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See Officers for Justice*, 688 F.2d at 625. A court should give due regard to what is otherwise a "private consensual agreement" between the parties. *Ibid*.; *see also Church v. Consolidated Freightways, Inc*. (N.D. Cal. 1993) 1993 WL 149840; *In re Wash. Pub. Power Supply Sys. Sec. Litig*. (D. Ariz. 1989) 720 F.Supp. 1379, *aff'd sub nom., Class Plaintiffs*, 955 F.2d 1268; *Manual* for Complex Litigation, § 21.6 at 309 ("The judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement").

A court's approval of a class action settlement will only be reversed for a clear abuse of discretion. *See Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801; *Officers for Justice*, 688 F.2d at 626 ("reverse only upon a strong showing that the district court's decision was a clear abuse of discretion"); *Class Plaintiffs*, 955 F.2d at 1276; *Ackerman v. Kassar* (9th Cir. 1993) 1993 WL 326453;

Linney v. Cellular Alaska P'ship (9th Cir. 11,204) 151 F.3d 1234, 1238. As the Court of Appeals cautioned:

> "It cannot be overemphasized that neither the trial court in approving the settlement nor this Court in reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute. It is well settled that in the judicial consideration of proposed settlements, 'the [trial] judge does not try out or attempt to decide the merits of the controversy,' [citation] and the appellate court 'need not and should not reach any dispositive conclusions on the admittedly unsettled legal issue."

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1146.

2. The Settlement is Presumed to Be Fair

The Court should begin its analysis with the presumption that the settlement is fair:

> [A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.

Dunk, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal.App.4th at 1146.

The Settlement warrants approval and carries a presumption of fairness. As previously noted in the Motion for Preliminary Approval, this Settlement was negotiated at arm's length and with the assistance of a neutral mediator. Furthermore, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. Sung Decl., ¶¶ 7-10.

3. The Risks Inherent in Continued Litigation Favor Final Approval

To assess the fairness, adequacy and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See also, In re General Motors Corp*. (3d Cir. 1995) 55 F.3d 768, 806 ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement"); *Boyd v. Bechtel Corp*. (N.D. Cal. 1979) 485 F.Supp. 610, 616-17.

Here, Defendant has presented defenses to all of Plaintiff's claims and theories of liability. Sung Decl., ¶ 11. Plaintiff alleged that he regularly worked through his meal breaks off the clock without pay. *Ibid*. Defendant argued it has compliant policies that prohibit working off the clock and require all

employees to receive wages for all hours worked. *Ibid.* The 20% sampling payroll data evidenced that Defendant paid Class Members over $800,000 in overtime and over $28,000 in double time wages. *Ibid.* Defendant thus contended that Plaintiff's off-the-clock work claim is individualized and not suited for class certification since there is no evidence of a common policy or practice forcing Class Members to work off the clock and numerous job site-by-job site individual inquiries would be needed to assess which Class Members, if any, worked off the clock, how often, the reasons why a particular Class Member worked off the clock, and whether Defendant knew or should have known that Class Members worked off the clock for the imposition of classwide liability. *Ibid*; *see, e.g., Troester v. Starbucks Corporation* (C.D. Cal., Jan. 27, 2020, No. CV1207677CJCPJWX) 2020 WL 553572, at *9 (denying certification of off-the-clock work claim because of individualized inquiries); *Williams v. Superior Court* (2013) 221 Cal.App.4th 1353, 1369, as modified (Dec. 24, 2013) (standard for liability for off-the-clock work).

Plaintiff claimed that Defendant failed to provide Class Members with compliant meal and rest breaks. Sung Decl., ¶ 12. In response, Defendant argued that it maintained compliant meal and rest period policies and practices throughout the Class Period and always provided compliant meal and rest periods in line with those policies. *Ibid; see Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040-1041 (holding employers need only "provide" meal periods to employees and are not obligated to "police" meal periods). Defendant pointed to the fact that the sampling data show it paid nearly $20,000 in meal period premiums as evidence of its superior meal and rest period compliance practices. Sung Decl., ¶ 12. As such, Defendant maintained that Plaintiff's meal and rest period claims are not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant meal or rest periods, how many meal or rest periods were non-compliant, and the reasons why a particular employee did not take a meal or rest period on a particular shift and a premium was not paid. *Ibid.*

As to Plaintiff's derivative claims for wage statement and waiting time penalties, Defendant argued that it possessed strong, good faith defenses to Plaintiff's underlying claims and these claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). Sung Decl., ¶ 13. Defendant relied on the California Supreme Court decision in

Naranjo v. Spectrum Security Services, Inc. (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of penalties. *Ibid.*

The PAGA cause of action is similarly derived from underlying claims for alleged unpaid wages and meal and rest period premiums. Sung Decl., ¶ 14. In addition to Defendant's defenses on the merits as discussed above, Defendant also asserted that the Court would drastically reduce any award of PAGA penalties as "confiscatory." *Ibid*; *see Carrington v. Starbucks Corp.* (2018) 30 Cal. App. 5th 504, 517 (while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law.").

The risks of this case were weighed by Class Counsel and should be considered a significant factor by the Court in its determination of final approval. Sung Decl., ¶ 15. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs by the Class Members or the Class Representative. *Ibid.* The Settlement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. *Ibid.*

While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. Sung Decl., ¶ 16. Because the Settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and costs—Class Counsel believe that the Settlement warrants the Court's final approval. *Ibid.*

4. The Complexity, Expense, and Likely Duration of Continued Litigation Against Defendant Favor Final Approval

Another factor considered by courts in approving a settlement is the complexity, expense, and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625. In applying this factor, the Court must weigh the benefits of the settlement against the expense and delay involved in achieving an equivalent or more favorable result at trial. *See Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576,

581;*Young v. Katz* (5th Cir. 1971) 447 F.2d 431, 433-434. As noted above and in the Motion for Preliminary Approval, continued litigation could have led to appeals on a number of issues. On the other hand, the settlement that was reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The Settlement is thus consistent with the "overriding public interest in settling and quieting litigation" that is "particularly true in class action suits." *See Van Bronkhorst*, 529 F.2d at 950 (footnote omitted).

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the Settlement as fair, reasonable, and adequate, and in the best interest of the Class as a whole. Sung Decl., ¶ 17. Similarly, counsel for Defendant is in favor of this Settlement. *Ibid.* The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Boyd*, 485 F.Supp. at 617; *Linney*, 151 F.3d at 1242.

V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

In recognition of Class Counsel's significant efforts to obtain this recovery for the Class, Class Counsel request an award of attorney's fees and reimbursement of actual and reasonable litigation costs. It has long been recognized that where, as here, litigation has created a common fund for the benefit of persons other than the named plaintiff in a lawsuit, courts have the power to award class counsel their reasonable attorney's fees and expenses out of the fund created. *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 503. In *Laffitte*, the California Supreme Court affirmed this tenet, holding:

> We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.

Ibid. (internal citations omitted).

In so doing, the Court recognized the advantages of using the percentage of the common fund method of awarding attorney's fees, including the "relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and

the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." *Ibid.* The *Laffitte* ruling is consistent with courts nationwide, including the United States Supreme Court, which the California Supreme Court recognized, noting, "[c]urrently, all the circuit courts either mandate or allow their district courts to use the percentage method in common fund cases; none require sole use of the lodestar method [and] [m]ost state courts to consider the question in recent decades have also concluded the percentage method of calculating a fee award is either preferred or within the trial court's discretion in a common fund case." *Id.* at 493-94.

A. The Requested Attorney's Fee Award of a Percentage of the Gross Settlement Amount Is Fair and Reasonable Under the Common Fund Doctrine

Courts have long recognized that when class counsel's efforts result in the creation of a common fund that benefits plaintiffs and unnamed class members, class counsel have an equitable right to be compensated from that fund. *See, e.g., Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Laffitte*, 1 Cal.5th at 488-89 (common fund doctrine "long recognized" under California law). In *Laffitte*, the California Supreme Court upheld the trial court's award of one-third of the settlement amount of $19 million with a 2.13 multiplier and affirmed that "empirical studies show the percentage method with a lodestar cross-check is the most prevalent form of fee method in practice." *Id.* at 496-97. In fact, courts have historically awarded between 25% and 50% of the common fund as attorneys' fees class action settlements. *In re Warner Communications* (S.D.N.Y 1985) 618 F.Supp. 735, 749-50.

Although Class Counsel makes this application on a percentage of the common fund basis, using the lodestar cross-check further demonstrates that the requested fee is extremely reasonable and should be awarded. "A lodestar cross-check . . . provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee." *Laffitte*, 1 Cal.5th at 504. In determining a lodestar, reasonable hours include, in addition to time spent during litigation, the time spent before the action is filed, including time spent interviewing the clients, investigating the facts and law, and preparing the initial pleadings. *See New York Gaslight Club, Inc. v. Carey* (1980) 447 U.S. 54, 62. Thus, in class actions with a common fund for the benefit of a class, courts have routinely applied an upward multiplier to class counsel's lodestar where the percentage of the settlement is reasonable.

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In *Laffitte*, the Court approved a lodestar cross-check that resulted in a 2.13 multiplier because the trial court properly considered the lodestar multiplier factors in determining whether to apply a multiplier, including the difficulty of the issues in the case, the skill of class counsel, the contingent nature of the case, and the preclusion of other employment. *Laffitte*, 1 Cal.5th at 504. In assessing the reasonableness of counsel's fee request, courts considered relevant factors such as the level of skill necessary, time limitations imposed by the client or other limitations, the amount to be obtained in the litigation, the attorney's reputation, and the undesirability of the case. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1139. "A more difficult legal question typically requires more attorney hours, and a more skillful and experienced attorney will command a higher hourly rate." *Id.* at 1138-1139. "[I]n assessing a reasonable hourly rate, the trial court is allowed to consider the attorney's skill as reflected in the quality of the work, as well as the attorney's reputation and status." *MBNA America Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th.Supp. 1, 13.

Fee awards in successful wage and hour and other types of class actions typically exceed by multiples the lodestar value of the time spent by counsel. *See e.g. In re Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (affirming that multiplier of 2.52 was "fair and reasonable"); *Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 66 (affirming award of fees 2.5 times lodestar in consumer class action); *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 (noting that multipliers can range from 2 to 4 or even higher); *Glendora Cmty. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 465 (affirming multiplier of 12); *Nat. Gas Anti-Trust Cases I, II, III & IV, No. 4221* (Cal. Super. Ct. Dec. 11, 2006) 2006 WL 5377849, at *4 ("numerous cases have applied multipliers of between 4 and 12 to counsel's lodestar in awarding fees."); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (holding that a multiplier of 3.6 was well within the acceptable range for fee awards in complicated class action litigation), *see also Newberg on Class Actions*, § 14:03 at 14 (multipliers of up to 4 are common).

Here, Class Counsel request payment of Class Counsel Fees Payment in the amount of $455,000.00, representing 35% of the Gross Settlement Amount. *See* Agreement, § 3.2.2. Class Counsel's lodestar to date is **$206,080.00** and **260.70** attorney hours, itemized in the following table:

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Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (16th Year Attorney)	$1,019	$900	184.80	$166,320.00
Tiffany L. Luu (6th Year Attorney)	$625	$550	36.20	$19,910.00
Joseph C. Ramli (5th Year Attorney)	$625	$500	39.70	$19,850.00
		TOTAL	**260.70**	**$206,080.00**

Sung Decl., ¶¶ 19-21.

Thus, Class Counsel's requested fee award of $455,000.00 represents a **2.21** lodestar multiplier against their lodestar of $206,080.00. Sung Decl., ¶ 20. Said multiplier is in line with the 2.13 multiplier approved in *Laffitte* and the recognized multiplier range between 2 and 4. *See In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th at 512 (affirming that multiplier of 2.52 was "fair and reasonable"); *Chavez*, 162 Cal.App.4th 43 at 66 (affirming award of fees 2.5 times lodestar in consumer class action); *Wershba*, 91 Cal.App.4th at 255 (noting that multipliers can range from 2 to 4 or even higher).

The work performed by Class Counsel include, but are not limited to, meetings with Plaintiffs regarding Plaintiffs' work experience and status of the litigation, mediation, settlement, and settlement approval; extensive research and analysis into Defendant's corporate background, litigation history, and liability theories; propounding written discovery, propounding written discovery, review and analysis of significant amount of documents produced by Defendant via formal and informal pre-mediation production; extensive telephonic and written meet and confer conferences with Defendant's counsel regarding case management, substituting new class representing, mediation, settlement documents, and settlement approval; overcoming Defendant's efforts to pick off the original plaintiff and Plaintiff; research and draft motion for leave to replace class representative, preparation and submission of Plaintiff's PAGA Notice; drafting two complaints; preparation of joint reports and attentions of status conferences; working with an expert data scientist to analyze the records and preparation of a damages model; research and drafting of Plaintiff's mediation brief and participation in mediation; negotiating multiple drafts of the Memorandum of Understanding, Agreement, and supporting documents thereto; research, preparation, finalization, and filing Motion for Preliminary Approval, Motion for Final

Approval, and accompanying filings; preparing for and attending hearings on these Motions; and overseeing the notice administration process and distribution of funds; and communications with Class Members regarding the Settlement, notice administration, and settlement approval. Sung Decl., ¶ 21.

Additionally, Class Counsel estimate they will devote no less than 15 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. Sung Decl., ¶ 22. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries from Class Members, and communicate with Plaintiff regarding the case. *Ibid.*

For these reasons, Class Counsel respectfully requests this Court approve a fee award of $455,000.00.

B. <u>The Requested Fee Award is Fair and Reasonable Under Other Factors</u>

Although no rigid formula applies, an analysis of each of the following "basic factors" that California courts typically consider further supports the reasonableness of a fee request: (1) the result class counsel obtained; (2) the time and labor required of the attorneys; (3) the contingent nature of the case and the delay in payment to class counsel; (4) the extent to which the nature of the litigation precluded other employment by class counsel; (5) the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case; and (6) the informed consent of the clients to the fee agreement. *Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk*, 48 Cal.App.4th at 1810, n.2.

1. The Results Achieved

Courts have consistently recognized that the results achieved are an important factor to be considered in making a fee award. *Hensley v. Eckerhart* (1983) 461 U.S. 424, 436 ("most critical factor is the degree of success obtained"). Here, because Class Counsel invested significant time and expense successfully prosecuting Plaintiff's claims, significant monetary relief is to be provided to the Class and the excellent results achieved by Class Counsel through this Settlement alone justify the requested fee award. As discussed above, the original Gross Settlement Amount of $1,300,000.00 represented approximately 50.11% of the reasonably forecasted recovery for the Class. Sung Decl., ¶ 6.

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The 1,435 Participating Class Member will receive an average Individual Class Payment of $508.01 from an estimated Net Settlement Amount of $728,988.83. Admin Decl., ¶ 14. This represents an excellent recovery for the Class considering Defendant's vigorous defense and the risks of continued litigation. Notably, after being provided with notice of the Settlement and the requested Class Counsel Fees Payment, there were no objections and or opt-outs by the Class. Admin Decl., ¶¶ 8-10.

As discussed above, Defendant presented a host of defenses, both legal and factual, which potentially could have fragmented the Class into much smaller subclasses, significantly limited the recovery potential for the Class, and dragged the litigation out for years to come. *See* Sung Decl., ¶¶ 11-16. Thus, in reaching this Settlement, Class Counsel carefully considered the strength of the case versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining class certification through trial. Sung Decl., ¶ 23. While Class Counsel is confident about the strength of Plaintiff's claims, they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or substantially impair the value of the lawsuit. *Ibid*.

Thus, continuing to litigate this action would require continued and extensive resources coupled with significant court time to proceed through contested certification, trial, and post-trial motions, which can often take years. Sung Decl., ¶ 24. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. *Ibid*. But even if Plaintiff were successful at trial, Class Counsel are acutely aware that a judgment does not end the litigation, and they fully expect that Defendant would likely appeal any judgment. *Ibid*. Having litigated every stage of complex wage and hour actions, including trying a class action to verdict, litigating motions for class certification and summary judgment, and briefing and arguing appeals before appellate courts, Class Counsel is acutely aware of these risks. *Ibid; see also Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668 (reversal of a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer); *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

Considering these issues, the original Gross Settlement Amount of $1,300,000.00 for a Class of 1,435 employees is an excellent result. Furthermore, the Class greeted news of the Settlement with

100% of the Class Members participating in the Settlement. The unanimous approval by the Participating Class Members evidences the positive overall result of the litigation.

2. The Significant Amount of Time Spent and the Quality of the Labor Performed by Class Counsel Justifies the Requested Fee

Class Counsel worked hard on this case and, expended approximately 260.70 attorney hours in the prosecution of this litigation in the three-plus years since it was filed for a total lodestar of $206,080.00. Moreover, Class Counsel expects to incur an additional 15 hours of work attending the hearing on final settlement approval, administering the settlement, filing post distribution settlement declaration, and, if needed, drafting an amendment judgment. Class Counsel devoted considerable time and effort to achieve the benefit to the Participating Class and the requested attorney's fee award is appropriate here given the excellent results achieved.

3. The Contingent Fee and the Financial Burden Borne by Class Counsel

Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would yield no recovery after many years of work. Sung Decl., ¶ 25. Unlike defense attorneys who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not been compensated for any time or expenses to date. An attorney whose compensation is dependent on success should expect a significantly higher fee than an attorney who is paid a market rate as the case goes along, win or lose. *Cazares v. Saenz* (1989) 208 Cal.App.3d 279, 288. As the California Supreme Court in *Ketchum* explained, "[a] contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans." *Ketchum*, 24 Cal.4th at 1132-33.

Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an hourly basis and thus can obtain representation only if they can find counsel who are willing to accept their case on a contingent basis and agree to advance either all or a significant portion of the costs. Sung Decl., ¶ 26. At the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases unless they can anticipate that they will recover a fee greater than they would have recovered if

paid on an hourly basis if they prevail after time-consuming and expensive litigation. *Ibid.* Plaintiff's attorneys, especially in class actions, face the risk that even if they are successful in litigating a case through trial, that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at all. *Ibid.* For this reason, courts have long recognized "contingent risk" as a factor supporting an upward enhancement of the lodestar. *See e.g., Serrano*, 20 Cal.3d at 49. The simple fact is that despite the most vigorous and competent efforts, success is never guaranteed. Plaintiff's attorneys not only must turn away other income-generating opportunities but must take on a substantial risk of "never receiving compensation at all." *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, 1217-18.

Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away other fee generating work because the case required Class Counsel to not only devote considerable time and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully funded before finally being made whole. Sung Decl., ¶ 27.

4. The Requested Fees Matches the Market Rate in Similar Litigation.

Class Counsel's 35% fee request of the Gross Settlement Amount falls within the range of reasonable attorney's fee awards by California courts. In *Laffitte*, the Supreme Court upheld a fee award of one-third of the common fund with a 2.13 multiplier as "within a historical range of 20 to 50 percent of a common fund." *Laffitte*, 1 Cal.5th at 487; *see also Chavez*, 162 Cal.App.4th at 66-67 (approving a 2.5 multiplier, citing *Wershba's* acceptable range, and applying a percentage of recovery cross-check based on a normal marketplace contingency fee range of 20-40% of the recovery to support said multiplier). Here, the requested attorney's fee award of 35% of the common fund is a reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and hour class actions of this nature.

5. The Skill, Experience, Reputation, Ability, and Quality of Counsel.

The skill, experience, reputation, quality, and ability of the attorneys who prosecuted this case also support the requested fee award. Practice in the specialized area of wage and hour class action litigation requires skill, knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily translate into expertise in the other and a class counsel must have expertise in both. Here, Class Counsel possess significant experience litigating complex wage and hour class actions and

the way this Settlement was achieved is demonstrative of the highly efficient way this litigation was managed and resolved. Sung Decl., ¶¶ 7-10.

Thus, under the "common fund" doctrine, Plaintiff's request for attorneys' fees in the amount of one-third of the Gross Settlement Amount is reasonable, justified and appropriate, because (1) it is within the range routinely awarded as attorneys' fees in similar cases; (2) it is supported by the high quality of Class Counsel's work on this case and the results obtained for the Class; (3) it is supported by the fact that this case was handled on a contingency basis and was undertaken despite various risks and expenses; and (4) no class members objected to the requested attorneys' fees.

VI. THE COURT SHOULD APPROVE THE REQUEST FOR ATTORNEY'S COSTS

Pursuant to the Settlement, Plaintiff may seek reimbursement of litigation costs up to a maximum of $25,000.00. Agreement, § 3.2.2. To date, Class Counsel's actual and anticipated litigation costs are $20,061.17, including future anticipated costs of $81.70 in filing this Motion, $19.60 in filing any supplemental brief and/or amended proposed judgment and order, and $19.60 in filing the Administrator's declaration regarding settlement distribution. Sung Decl., ¶ 28, Exh. 3 – Itemized Costs. As such, the request for costs in the amount of $20,061.17 is fair and reasonable and should be approved.

VII. THE REQUESTED SERVICE PAYMENT SHOULD BE APPROVED

Plaintiff requested, and Defendant does not oppose, a Class Representative Service Payment of $10,000.00, pursuant to the terms of the Settlement. Agreement, § 3.2.1. Courts have routinely granted approval of settlements containing such enhancements. *See e.g., Herrera v. Federal Express Corporation* (C.D. Cal. March 31, 2020) 2020 WL 2951122 at *7 (noting that case law supports enhancements of $10,000); *Potter v. Big Text Trailer Manufacturing, Inc.* (C.D. Cal. March 20, 2020) 2020 WL 1942619 at *10 (awarding $10,000 enhancement where plaintiff spent 30-40 hours on the matter and entered into a general release); *Smith v. Experian Information Solutions, Inc.* (C.D. Cal. Nov. 9, 2020) 2020 WL 6689209 at *7; *Aikhan v. Goodrich Corporation* (C.D. Cal. June 25, 2020) 2020 WL 49191382 at *9; *Thomas v. Cognizant Technology Solutions U.S. Corporation* (C.D. Cal. June 24, 2013) 2013 WL 12371622 at *9; *Djukich v. AutoNation, Inc.* (C.D. Cal. Nov. 12, 2015) 2015 WL 13756099 at *14.

Plaintiff requests that this Court approve the Class Representative Service Payment in light of the efforts Plaintiff put into this case, the absence of any objection to the Service Payment, and the excellent result achieved. As shown in Plaintiff's supporting declaration, Plaintiff spent a significant amount of time engaging in discussions with Class Counsel regarding the case, searching for documents relating to their claims, reviewing various files and pleadings in this case, and reviewing the Settlement. Declaration of David Isaac Tobar Ortiz, ¶ 4.

In addition to the invaluable services they provided, Plaintiff also took a significant risk, both professionally and monetarily, in acting as the Class Representative. Sung Decl., ¶ 29. Filing a lawsuit against one's employer carries an inherent reputational risk. *Ibid.* Given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff could face negative employment prospects in the future. *Ibid.* These risks can deter employees from asserting their rights. *Ibid.* Additionally, because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendant had they not prevailed in this action. *Ibid.* Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class. *Ibid.* Moreover, there were no objections by any Class Member to the proposed Class Representative Service Payments. *Ibid.* For such reasons, Plaintiff respectfully requests that this Court approve the award of the Class Representative Service Payment.

VIII. THE SETTLEMENT ADMINISTRATOR'S FEES SHOULD BE APPROVED

Pursuant to the terms of the Settlement, the fees and costs of the Administrator, Phoenix Settlement Administrators, are to be paid out of the Gross Settlement Amount. In total, the settlement administration costs total $15,950.00 as provided for in the Agreement. Admin. Decl. ¶ 17, Exh. B; Agreement, ¶ 3.2.3. Thus, settlement administration fees in the amount of $15,950.00, as agreed to in the Settlement, should be approved.

IX. SERVICE OF MOVING PAPERS ON LWDA

On November 9, 2026, Class Counsel served the LWDA via filing through its online portal with the Motion for Final Approval of Class Action and PAGA Settlement; the supporting declarations, the Order Granting Preliminary Approval of Class Action and PAGA Settlement; and the Proposed Judgment and Order Granting Final Approval of Class Action and PAGA Settlement. Sung Decl. ¶ 30,

Exh. 4 – LWDA Filing Confirmation.

X. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submits that the standards for final approval have been met, and the terms of the Settlement are fair, adequate and reasonable. Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form proposed and submitted:

1. Granting final approval to the proposed Settlement;
2. Approving distribution of the Gross Settlement Amount pursuant to the terms of the Settlement;
3. Approving Plaintiff's request for the Class Representative Service Payment;
4. Approving Plaintiff's request for an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment;
5. Approving Plaintiff's request for payment of the Settlement Administration costs; and
6. Entering judgment as to all Members of the Settlement Class in this action; and
7. Setting a Compliance Hearing date.

Respectfully submitted,

DATED: November 9, 2026

JUSTICE FOR WORKERS, P.C.

By: _____

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
Attorneys for Plaintiff
DAVID ISAAC TOBAR ORTIZ

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (the "Agreement") is made by and between Plaintiff David Isaac Tobar Ortiz ("Plaintiff") and Defendant Epicurean Group ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *David Isaac Tobar Ortiz v. Epicurean Group*, Case No. 23CV424299 initiated on October 17, 2023 and currently pending in Superior Court of the State of California, County of Santa Clara.

1.2. "Address Search" shall mean the Administrator's investigation and search for current Class Members and/or Aggrieved Employees mailing addresses using all reasonably available sources, methods, and shall mean including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and/or Aggrieved Employees.

1.3. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.4. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses it incurs in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of the Settlement.

1.5. "Aggrieved Employee" means all current and former employees who are or were employed as non-exempt, hourly employees by Defendant and worked for Defendant within the State of California during the PAGA Period.

1.6. "Class" shall mean all current and former employees who are or were employed as non-exempt, hourly employees by Defendant and worked for Defendant within the State of California during the Class Period.

1.7. "Class Counsel" means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C.

1.8. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, paid from the Gross Settlement Amount (defined below).

1.9. "Class Data" means Class Member and/or Aggrieved Employees identifying information in Defendant's possession including the Class Member's and/or

Aggrieved Employee's (1) full name; (2) last known mailing address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other information required by the Administrator in order to effectuate the terms of the Settlement.

1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members and/or Aggrieved Employees in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from October 17, 2019 through October 25, 2025.

1.13. "Class Representative" means the named Plaintiff, David Isaan Tobar Ortiz.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Santa Clara.

1.16. "Defendant" means Defendant Epicurean Group.

1.17. "Defense Counsel" means Lonnie G. Giamela, Rassa L. Ahmadi, and Carol A. Ibrahim of Fisher & Phillips LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters an order granting the Motion for Final Approval of the Settlement (defined below); (ii) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (iii) if any timely appeal(s) are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means One Million Three Hundred Thousand Dollars and Zero Cents ($1,300,000.00) which is the total amount Defendant agrees to pay under the Settlement (defined below) except as provided in Paragraph 8 below and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments (defined below). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment (each as defined herein).

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he/she worked during the Class Period.

1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks he/she worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under California Labor Code section 2699, subd. (i).

1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (each as defined herein). The remainder is to be paid to Participating Class Members as Individual Class Payments (each as defined herein).

1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion (as defined below).

1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.30. "PAGA Period" means the period from September 11, 2022 through October 25, 2025.

1.31. "PAGA" means the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).

1.32. "PAGA Notice" means former plaintiff Luis Orlando Lainez's ("Lainez") September 11, 2023, and the current Plaintiff's August 9, 2024, letters to Defendant and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd. (a).

1.33. "PAGA Penalties" means Seventy Thousand Dollars and Zero Cents ($70,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($17,500.00) and the 75% to LWDA ($52,500.00) in settlement of PAGA claims.

1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35. "Plaintiff" mean David Isaac Tobar Ortiz, the named Plaintiff in the Action.

1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.37. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of the PAGA Penalties.

1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.40. "Released Parties" means Defendant Epicurean Group, Compass Group USA, Inc., and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, affiliates, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with the Epicurean Group.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member, and includes the Class Member's name, address and email address or telephone number.

1.42. "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom the Class Notice are remailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline expired.

1.43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.44. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On October 17, 2023, Lainez commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition. On November 15, 2023, Lainez filed a First Amended Complaint adding the following cause of action: Civil Penalties Under the California Private Attorneys General Act.

2.2. On January 3, 2025, Plaintiff filed a Second Amended Complaint wherein he substituted in for Lainez as the named plaintiff in this Action. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. Pursuant to California Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On August 26, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq. which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, Defendant's policies and procedures at issue and class records, including a sampling of Class Members' and Aggrieved Employees' time and payroll records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar"*).

2.6. The Court has not granted class certification.

2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Million Three Hundred Thousand Dollars and Zero

Cents ($1,300,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes, owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Any employer taxes, including the employer FICA, FUTA, and SDI contributions, and other payroll taxes, in connection with payment of the Individual Class Payments, shall be paid separately from the Gross Settlement Amount.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than $10,000.00. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: Attorneys' fees of not more than 35% of the Gross Settlement Amount, which is currently estimated to be $455,000.00, and reimbursement of litigation costs of up to $25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Form(s). Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendant and Released Parties harmless, and indemnifies Defendant and Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: The Administration Expenses Payment not to exceed $15,950.00 except for a showing of good cause and as approved by the Court. Defendant will not oppose requests for these payments provided that they do not exceed this amount. To the extent the Administration Expenses Payment is less or the Court approves a payment of less than $15,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment 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.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $70,000.00 to be paid from the Gross Settlement Amount, with 75% ($52,500.00) allocated to the LWDA Payment and 25% ($17,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($17,500.00) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves the LWDA PAGA Payment and/or PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The

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Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Member Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records and through the date of mediation, Defendant estimates that there are approximately 1,242 Class Members who collectively worked a total of approximately 106,631 Workweeks, and approximately 781 Aggrieved Employees who worked a total of approximately 26,389 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and Aggrieved Employees' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member and/or Aggrieved Employee identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, Individual PAGA Payments, and the LWDA PAGA Payment.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for

Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Address Search for Participating Class Members and/or Aggrieved Employees whose checks are retuned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.

4.4.3. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a)

all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/orPlaintiff's PAGA Notice. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition ("Released Class Claims"). Except as set forth in Section 5.3 of 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, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties, attorneys' fees and costs under the PAGA that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including PAGA penalties for: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting

Time Penalties; and (7) violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq*., 2699, *et seq*., and 2802 ("Released PAGA Claims").

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declaration, Defense Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; and (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or Aggrieved Employees; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, Aggrieved Employees, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members and Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3, subd. (a)), Operative Complaint (California Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees, and the Administrator. In their respective Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's

Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in good faith to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator shall become part of the Net Settlement Amount for distribution to Participating Class Members and Aggrieved Employees.

7.4 Notice to Class Members and Aggrieved Employees.

7.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members and/or Aggrieved Employees identified in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the

Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update the Class Member and/or Aggrieved Employee addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member and/or Aggrieved Employee Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members and/or Aggrieved Employee whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' and/or Aggrieved Employees' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members and/or Aggrieved Employees whose notice is re-mailed. The Administrator will inform the Class Member and/or Aggrieved Employee of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as a Class Member and/or Aggrieved Employee. If the Parties agree, such persons will be a Class Member and/or Aggrieved Employee entitled to the same rights as other Class Members and/or Aggrieved Employees, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the class portion of the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely

faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks or PAGA Pay Periods. Each Class Member and/or Aggrieved Employee shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members and/or Aggrieved Employees whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's and/or Aggrieved Employee's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members and Aggrieved Employees including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval of the Settlement, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member and/or Aggrieved Employee calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally

the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member and/or Aggrieved Employee challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members and/or Aggrieved Employees, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and the full names of Class Members who opted out of the settlement, the high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) with the Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records and through the date of mediation, Defendant estimates that there are approximately 1,242 Class Members who collectively worked a total of approximately 106,631 Workweeks and approximately 781 Aggrieved Employees who worked a total of approximately 26,389 PAGA Pay Periods. If the total number of Workweeks during the Class Period is 10% higher

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(117,294), then Defendant shall have the option to either: (1) de-escalate the settlement so that the Class Period ends on the date that the Workweeks count totals no more than 117,294 and the PAGA Period will end on the same date as the Class Period; or (2) permit the Gross Settlement Amount to be increased proportionally by the Workweeks in excess of 117,294 (the "Escalator Clause"). For example, if the number of Workweeks is 11% higher, the Gross Settlement Amount will increase by 1%. No later than two weeks after the close of the Class Period on October 25, 2025, Defendant shall verify the total number of Workweeks during the Class Period by either submitting a declaration to Class Counsel stating the total number of Workweeks during the Class Period or providing the number of Workweeks and/or dates of employment of Class Members to the Administrator, who will calculate Workweeks. If the Escalator Clause is triggered, no later than 14 days prior to the hearing on preliminary approval, Defendant shall choose to either change the end date of the Class Period or increase the Gross Settlement Amount in accordance with the Escalator Clause such that there is a certain end date for the Class Period for preliminary approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days within learning this information; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval of the Settlement. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval of the Settlement.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the

Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction, under California Code of Civil Procedure section 664.6, over the Parties, the Action, and the Settlement solely for purposes of: (i) enforcing this Agreement and/or Judgment; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not

grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) to the extent necessary to prepare the Motion for Preliminary Approval to be filed. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members and/or Aggrieved Employees in accordance with Class Counsel's ethical obligations owed to Class Members and/or Aggrieved Employees.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this

Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. The Parties and their counsel shall not take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant shall not oppose Plaintiff's motions seeking Preliminary Approval and Final Approval.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section1152, and all copies and summaries of the Class

Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JUSTICE FOR WORKERS, P.C.
William C. Sung
Tiffany L. Luu
Joseph C. Ramli
3600 Wilshire Blvd., Ste. 1815
Santa Clara, CA 90010
T: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforwokers.com
jramli@justiceforworkers.com

To Defendant:

FISHER & PHILLIPS LLP
Lonnie D. Giamela
Rassa Ahmadi
Carol A. Ibrahim
444 South Flower Street, Suite 1500
Los Angeles, CA 90071

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lgiamela@fisherphillips.com
rahmadi@fisherphillips.com
cibrahim@fisherphillips.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.20 Binding Agreement. The Parties intend that the Agreement shall be fully enforceable and binding upon all Parties within the provisions of California Code of Civil Procedure section 664, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to California Evidence Code sections 1122(a)(1) and l123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Court may enforce the Agreement pursuant to California Code of Civil Procedure section 664.6.

12.21 Neutral Employment Reference. Defendant agrees that it shall adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff requests a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's date of employment, job title(s) during employment, and final rate of pay.

12.22 Court Approval. If the Court fails to approve the Settlement for any reason, the Parties shall attend mediation again, in good faith and with neutral Tagore Subramaniam, Esq., in an effort to reach a settlement that may be approved by the Court.

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ACCEPTED AND AGREED:

Dated: Nov 12, 2025

Plaintiff David Isaac Tobar Ortiz

Dated: _____, 2025

Epicurean Group

Printed Name

Title

AGREED AS TO FORM AND CONTENT:

Dated: November 12, 2025

William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff David Isaac Tobar Ortiz

Dated: _____, 2025

Lonnie D. Giamela
Rassa L. Ahmadi
Carol A. Ibrahim
Fisher & Phillips LLP
Attorneys for Defendant Epicurean Group

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ACCEPTED AND AGREED:

Dated: _____, 2025

_____
Plaintiff David Isaac Tobar Ortiz

Dated: 12/18/2025, 2025

DocuSigned by:
Jeff Henry
9E080C0CE879444...
Epicurean Group

Jeff Henry
Printed Name

Assistant General Counsel
Title

AGREED AS TO FORM AND CONTENT:

Dated: _____, 2025

_____
William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiff David Isaac Tobar Ortiz

Dated: December 19, 2025



Lonnie D. Giamela
Rassa L. Ahmadi
Carol A. Ibrahim
Fisher & Phillips LLP
Attorneys for Defendant Epicurean Group

Exhibit A

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

David Isaac Tobar Ortiz v. Epicurean Group, Case No. 23CV424299

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Epicurean Group ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee David Isaac Tobar Ortiz ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant within the State of California during the "Class Period" from October 17, 2019, through October 25, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees who worked for Defendant within the State of California during the "PAGA Period" of September 11, 2022 through October 25, 2025 ("Aggrieved Employees").

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") (collectively, the "Settlement").

Based on Defendant's records and the Parties' current assumptions, **your Individual Class Payment is estimated to be $INSERT (less withholding) and your Individual PAGA Payment is estimated to be $INSERT**. The actual amount you may receive may 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 Defendant's records showing that **you worked INSERT Workweeks** during the Class Period, and **you worked INSERT PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or PAGA pay periods during the PAGA 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 Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Notice"). The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. The Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel") at what is called, the "Final Approval Hearing." The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant

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should they elect to receive their Individual Class Payment and/or Individual PAGA Payment.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two 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 Class Member who does nothing, though, you will give up your right to assert Class Period wage claims and/or PAGA Period penalty claims against Defendant, and you will become a "Participating Class Member."

(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 (defined below) in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee you will remain eligible for an Individual PAGA Payment even if you opt-out of the Class Settlement. You cannot opt-out of the PAGA Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed 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 PAGA Claims (defined below).

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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	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 Members. 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 do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), 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 Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant Epicurean Group. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages; failing to provide legally compliant meal and rest periods; failing to pay wages due upon termination; failing to provide accurate itemized wage statements; and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C. (also "Class Counsel").

Defendant strongly denies 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 Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to

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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. Plaintiff and Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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 Final Approval Hearing.

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

1. Defendant Will Pay $1,300,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval of the Settlement, Defendant will fund the Gross Settlement Amount not more than 30 days after judgment is entered by the Court and becomes final ("Judgement"). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

    A. Up to $455,000.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $25,000.00 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 Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class Members and Aggrieved Employees. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $15,950.00 to the Administrator for administering the Settlement.

    D. Up to $70,000.00 for PAGA Penalties with 75% to be allocated towards the LWDA Payment and 25% towards the Individual PAGA Payments the Aggrieved Employees will receive based on their PAGA 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 Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interests and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Plaintiff and Defendant has 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 do not 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 monies represented by your check are sent to the 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, no later than **INSERT**, 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 **INSERT** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the 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 ClasSettlement. Class Members who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims

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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. Plaintiff and Defendant agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re- mail Individual Class Payments and/or Individual PAGA Payments, 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 Defendant has fully funded the Gross Settlement Amount 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 Defendant or related entities 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 their respective former and present representatives, agents, attorneys, heirs, Administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Second Amended Complaint, arising during the Class Period, including all of the following claims for relief: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition ("Released Class Claims"). Except as set forth below, 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, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's Judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the PAGA Period facts alleged in the

Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, Administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties, attorneys' fees and costs under the PAGA that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Second Amended Complaint and PAGA Notice, arising during the PAGA Period, including PAGA penalties for: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) and (7) violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq*., 2699, *et seq*., and 2802 ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $17,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **INSERT** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

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 does not 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. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in 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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. 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 *David Isaac Tobar Ortiz v. Epicurean Group*, Case No. 23CV424299, 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 receive your request to be excluded by INSERT, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the **INSERT** Final Approval Hearing, Class Counsel and/or Plaintiff 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 Attorneys' Fees and Litigation Costs and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for Attorneys' Fees and Litigation Costs; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. 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 www._____.com or the Court's website https://portal.scscourt.org/.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Class Representative Service Payment may wish to object. **The deadline for sending written objections to the Administrator is INSERT**. 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

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David Isaac Tobar Ortiz v. Epicurean Group, Case No. 23CV424299 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.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) 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 **INSERT** at **INSERT** a.m./p.m. in Department 22 of the Santa Clara County Superior Court, Old Courthouse, located at 161 North First Street in San Jose, CA 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, 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 https://santaclara.courts.ca.gov. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www._____.com 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 Defendant and Plaintiff 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 the Administrator's website at www._____.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://portal.scscourt.org/) and entering the Case Number for the Action, Case No. 23CV424299. You can also make an appointment to personally review court documents in the Clerk's Office at the Santa Clara County Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

JUSTICE FOR WORKERS, P.C.
William C. Sung
Tiffany L. Luu
Joseph C. Ramli
3600 Wilshire Blvd., Ste. 1815

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Los Angeles, CA 90010
T: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforwokers.com
jramli@justiceforworkers.com

Administrator:

Phoenix Settlement Administrators
INSERT

10. WHAT IF I LOSE MY INDIVIDUAL CLASS OR PAGA PAYMENT?

If you lose or misplace your Individual Class or PAGA Payment 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.

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EXHIBIT 2

Filed
June 26, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV424299
By: fbryant

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

LUIS LAINEZ, an individual, on behalf of himself and others similarly situated, Plaintiffs, vs. EPICUREAN GROUP, a California Corporation, and DOES 1 through 50, Defendants.	Case No.: 23CV424299 **ORDER RE:MOTION FOR PRELIMINARY APPROVAL**

The above-entitled action came on for hearing before the Honorable Beth McGowen on June 25, 2026, at 1:30 p.m. in Department 22. The matter having been submitted, the Court finds and orders as follows:

Plaintiff David Isaac Tobar Ortiz ("Plaintiff") brings this putative wage and hour class action and action pursuant to the Private Attorney Generals Act ("PAGA") against Defendant Epicurean Group ("Defendant").[1]

[1] Former plaintiff Luis Orlando Lainez ("Lainez") settled directly with Defendant and the parties stipulated to allow the filing of the second amended complaint ("SAC"), which substituted in Plaintiff Ortiz as the named plaintiff.

Before the Court is Plaintiff's motion for preliminary approval of class action and PAGA settlement. The motion is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

Defendant owns and operates a contract food service management company in the State of California. Plaintiff contends that Defendant committed various wage and hour violations while he was employed with Defendant as an hourly prep cook, barista, and cashier from approximately July 2023 to May 9, 2024. On January 3, 2025, Plaintiff filed the operative SAC, which asserts the following causes of action: (1) minimum wage violations (Lab. Code, §§ 1182.12, 1194, 1194.2, 1197); (2) overtime violations (Lab. Code, §§ 204, 510, 1194, 1198); (3) meal period violations (Lab. Code, §§ 226.7, 512, 558); (4) rest period violations (Lab. Code, §§ 226.7, 516, 558); (5) wage statement penalties (Lab. Code, § 226); (6) waiting time penalties (Lab. Code, §§ 201-203); (7) unfair competition (Bus. & Prof. Code, § 17200, et seq.); (8) violations of PAGA (Lab. Code, §§ 2698, et seq.).

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba*, *supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

B. PAGA

Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency ("LWDA"), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77, disapproved on another ground in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th

664, 710.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public ...."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor*, *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But, a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) [2016 U.S.Dist.LEXIS 140759, at *23-24].)

III. SETTLEMENT PROCESS

Lainez initiated this action on October 13, 2023, with the filing of a class action complaint asserting seven different causes of action on behalf of California consumers. On November 15, 2023, Lainez filed a first amended complaint adding a PAGA claim. The parties subsequently engaged in extensive discovery, with Plaintiff obtaining from Defendant: (1) the number of current/former employees, number of Class Workweeks and PAGA Pay Periods; (2) a 20% sampling of time and payroll records; (3) Defendant's employee handbooks and standalone policy documents; and (4) Plaintiff's personnel records and wage statements. To prepare for mediation, class counsel consulted with an expert data scientist to create a detailed exposure analysis based on the data provided by Defendant. On August 26, 2025, the parties attended a full-day mediation session with Tagore Subramaniam, Esq. a well-respected wage and hour class action mediator. The parties reached the instant settlement agreement during mediation.

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IV. SETTLEMENT PROVISIONS

The non-reversionary settlement amount is $1,300,000.00 to be paid by Defendant.[2] Attorney fees of $455,000.00 (or 35 percent of the gross settlement), litigation costs of up to $25,000.00 and administrative costs not to exceed $15,950.00 will be paid from the gross settlement amount. Plaintiff will seek a class representative service payment of not more than $10,000. The PAGA payment will be $70,000.00, of which $17,500.00[3] is reserved for the individual aggrieved employees. The net settlement amount of $724,050.00 will be allocated to those of the approximately 1,242 class members who do not opt out, resulting in a projected average payment of $582.97. The approximately 781 aggrieved employees will each receive an average of approximately $22.41.

Funds associated with checks uncashed after 180 days will be distributed to the California Controller's Unclaimed Property Fund in the name of the participating class member and/or aggrieved employee, leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). In exchange for settlement, class members who do not opt out will release:

> [The] Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the Class Period, including all of the following claims for relief: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition ("Released Class Claims"). Except as set forth in Section 5.3 of 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

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[2] The settlement agreement contains and escalator clause. However, Defendant's counsel declares that the escalator clause, which was tied to the number of workweeks, was not triggered. (Declaration of Lonnie D. Giamela in Support of Motion for Preliminary Approval, ¶ 2.)

[3] The motion inaccurately indicates that $20,000 will be set aside for individual PAGA payments but the settlement agreement provides that $17,500 will be designated for individual PAGA payments. (See Motion for Preliminary Approval of Class Action and PAGA Settlement, p. 7:1-6; Declaration of William C. Sung in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Sung Decl."), Ex. 1 ("Settlement Agreement"), ¶ 1.33, 3.2.5.)

> insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

(Settlement Agreement, ¶ 5.2) The PAGA release similarly provides:

> All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all causes of action and claims for civil penalties, attorneys' fees and costs under the PAGA that were alleged or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including PAGA penalties for: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, et seq., 2699, et seq., and 2802 ("Released PAGA Claims").

(Settlement Agreement, ¶ 5.3.)

The foregoing release is appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

V. FAIRNESS OF SETTLEMENT

Class Counsel worked with an expert to create an exposure analysis for Plaintiff's claims. (Sung Decl., ¶ 19.) The maximum realistic recovery for the class was determined at $2,594,059.00. (*Id.*, ¶ 31.) The settlement amount of $1,300,000.00 thus represents approximately 50 percent of the forecasted reasonable recovery for the class. (*Ibid.*) Defendant presented multiple defenses on the merits and to class certification and proceeding to trial would involve significant risk and expense. (*Id.*, ¶ 24.) Considering these factors, the settlement achieves a good result for the class. For purposes of preliminary approval, the Court finds that the settlement is fair and reasonable to the class.

The Court has an independent right and responsibility to review the requested attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) "Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba, supra*, 91 Cal.App.4th at p. 254.) Class Counsel

seeks $455,000 in attorneys' fees, 35 percent of the gross settlement amount. The benefits achieved by the settlement justify an award of attorney fees to class counsel. Class Counsel contends "[t]he requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel have incurred substantial attorneys' fees and costs conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, overcoming Defendant's efforts to pick off the original plaintiff and [current] Plaintiff, conducting discovery, analyzing Class Members' time and payroll records, creating a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Agreement, preparing this Motion, and otherwise litigating the case." (Sung Decl., ¶ 23.) The Court preliminarily finds that the requested attorney fee award is reasonable as a percentage of the common fund. However, prior to the final approval hearing, Plaintiff's counsel shall submit lodestar information (including hourly rate and hours worked) as well as evidence of actual litigation costs incurred and settlement administration costs. Plaintiff seeks a $10,000 service award. He provides a declaration indicating that he spent a total of 20 hours working on this case including providing and reviewing documents and discussing litigation strategy. (Declaration of David Isaac Tobar Ortiz in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Ortiz Decl."), ¶ 5.)

VI. PROPOSED SETTLEMENT CLASS

Plaintiff requests that the following settlement class be provisionally certified: "all current and former employees who are or were employed as non-exempt, hourly employees by Defendant and worked for Defendant within the State of California during the Class Period." (Settlement Agreement, ¶ 1.6.) "Class Period" means the period from October 17, 2019 through October 25, 2025. (*Id.* at ¶ 1.12.)

A. Legal Standard for Certifying a Class for Settlement Purposes

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." Code of Civil Procedure section 382 authorizes certification of a class

"when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court ...." Code of Civil Procedure section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*SavOn Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93-94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

B. Ascertainable Class

A class is ascertainable "when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980 (*Noel*).) A class definition satisfying these requirements puts members of the class on notice that their rights may be adjudicated in the proceeding, so they must decide whether to intervene, opt out, or do nothing and live with the consequences. This kind of class definition also advances due process by supplying a concrete basis for determining who will and will not be bound by (or benefit from) any judgment. (*Noel, supra,* 7 Cal.5th at p. 980, citation omitted.)

"As a rule, a representative plaintiff in a class action need not introduce evidence establishing how notice of the action will be communicated to individual class members in order to show an ascertainable class." (*Noel*, *supra*, 7 Cal.5th at p. 984.) Still, it has long been held that "[c]lass members are 'ascertainable' where they may be readily identified ... by reference to official records." (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on another ground by *Noel*, *supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975-976 ["The defined class of all HD Package subscribers is precise, with objective characteristics and transactional parameters, and can be determined by DIRECTV's own account records. No more is needed."].)

Here, the estimated 1,242 class members are identifiable based on Defendants' records. The settlement class is appropriately defined based on objective characteristics. The Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

C. Community of Interest

The "community-of-interest" requirement encompasses three factors: (1) predominant questions of law or fact, (2) class representatives with claims or defenses typical of the class, and (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores*, *supra*, 34 Cal.4th at pp. 326, 332.) For the first community of interest factor, "[i]n order to determine whether common questions of fact predominate the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be good for the judicial process and to the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104-1105 (*Lockheed Martin*).) "As a general rule if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages." (*Hicks*, *supra*, 89 Cal.App.4th at p. 916.)

Here, common legal and factual issues predominate. Plaintiff's claims all arise from Defendant's alleged wage and hour policies and practices, which purportedly resulted in class members working off the clock and failing to receive meal and rest breaks, resulting in inaccurate wage statements.

As for the second factor,

> The typicality requirement is meant to ensure that the class representative is able to adequately represent the class and focus on common issues. It is only when a defense unique to the class representative will be a major focus of the litigation, or when the class representative's interests are antagonistic to or in conflict with the objectives of those she purports to represent that denial of class certification is appropriate. But even then, the court should determine if it would be feasible to divide the class into subclasses to eliminate the conflict and allow the class action to be maintained.

(*Medrazo v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

Like the other members of the class, Plaintiff asserts that he was subject to Defendant's purportedly improper wage and hour practices, including frequently working off the clock during meal breaks without pay, and frequently failing to receive compliant meal and rest breaks. (Ortiz Decl., ¶ 4.)

Finally, adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class representative does not necessarily have to incur all of the damages suffered by each different class member in order to provide adequate representation to the class. (*Wershba, supra*, 91 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not fatal to class certification. Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks omitted.)

Plaintiff has the same interest in maintaining this action as any class member would have. Further, Plaintiff has hired experienced counsel. Plaintiff has sufficiently demonstrated adequacy of representation.

D. Substantial Benefits of Class Certification

"[A] class action should not be certified unless substantial benefits accrue both to litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120, internal quotation marks omitted.) The question is whether a class action would be superior to individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a class action is proper where it provides small claimants with a method of obtaining redress and when numerous parties suffer injury of insufficient size to warrant individual action." (*Id.* at pp. 120-121, internal quotation marks omitted.)

Here, there are approximately 1,242 class members. It would be inefficient for the Court to hear and decide the same issues separately and repeatedly for each class member. Further, it would be cost prohibitive for each class member to file suit individually, as each member would have the potential for little to no monetary recovery. It is clear that a class action provides substantial benefits to both the litigants and the Court in this case.

VII. NOTICE

The content of a class notice is subject to court approval. (Cal. Rules of Court, rule 3.769(f).) "The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (*Ibid.*) In determining the manner of the notice, the court must consider: "(1) The interests of the class; (2) The type of relief requested; (3) The stake of the individual class members; (4) The cost of notifying class members; (5) The resources of the parties; (6) The possible prejudice to class members who do not receive notice; and (7) The res judicata effect on class members." (Cal. Rules of Court, rule 3.766(e).)

Here, the notice, which will be mailed to each class member and/or aggrieved employee and posted on a website maintained by the administrator, describes the lawsuit, explains the settlement, and instructs class members that they may exclude themselves from or object to the class settlement but not the PAGA settlement. The gross settlement amount and estimated

deductions are provided. Class members are given 45 days from email notice to exclude themselves, or "opt out", of the Settlement. The form of notice is generally adequate, but must be modified to instruct Class members that they may opt out of or object to the settlement simply by providing their name, without the need to provide their phone number or other personal information.

Regarding appearances at the final fairness hearing, the notice shall be modified to instruct class members as follows: "Although class members may appear in person, the judge overseeing this case encourages remote appearances. Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://santaclara.courts.ca.gov/online-services/remote-hearings and should be reviewed in advance. Class members may appear remotely using the UDC link for Department 22 or by calling the toll free conference call number for Department 22."

Turning to the notice procedure, the parties have selected Phoenix Settlement Administrators as the settlement administrator. No later than 14 days after Defendant delivers the class data to Phoenix, it will mail the notice packet to the class members and/or aggrieved employees, subsequent to updating class members' and aggrieved employees' addresses using the National Change of Address Database. Any returned notices will be re-mailed to any forwarding address provided or a better address located through a skip trace or other search. Class members and aggrieved employees who receive a re-mailed notice will have an additional 14 days to respond. These notice procedures are appropriate and are approved.

VIII. CONCLUSION

The motion for preliminary approval is GRANTED.

The final approval hearing shall take place on December 17, 2026 at 1:30 in Dept. 22.

The following class is preliminarily certified for settlement purposes: "all current and former employees who are or were employed as non-exempt, hourly employees by Defendant and worked for Defendant within the State of California during the Class Period [of October 17, 2019 through October 25, 2025]."

IT IS SO ORDERED.

Date: 6-26-26

The Honorable Beth McGowan
Judge of the Superior Court

EXHIBIT 3

JUSTICE FOR WORKERS

David Isaac Tobar Ortiz v. Epicurean Group, Inc.
Santa Clara County Superior Court, Case No.: 23CV424299

Date	Description of Cost Item	Invoice #	Amount
9/11/2023	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-980801-23	$75.00
9/11/2023	Certified Mail Cost for Mailing PAGA Letter and LC Request to Def.	9589 0710 5270 0882 5225 98	$8.53
10/17/2023	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	5413407	$1,496.64
10/17/2023	e-Filing Fee for Civil Lawsuit Notice	5413798	$19.22
10/31/2023	e-Filing Fee for Proof of Service of Summons/Complaint	8507100	$16.14
10/31/2023	Service of Process Fee to Serve Order on Fee Waiver	5458263	$133.84
11/1/2023	e-Filing Fee for Proof of Service of Summons/Complaint	5460375	$19.22
11/15/2023	e-Filing Fee for First Amended Complaint	8599369	$16.14
11/21/2023	Service of Process Fee to Serve Def.	8601724	$123.60
11/21/2023	Service of Process Fee to Serve Def.	514529	$133.84
11/22/2023	e-Filing Fee for Proof of Service	8634023	$16.14
2/13/2024	e-Filing Fee for Notice of Order and Notice of Reassignment of Case	9082033	$16.14
2/14/2024	Service of Process Fee to Serve Notice of Deposit of Jury Fees, Order and Notice of Reassignment of Case	9072799	$123.60
2/22/2024	e-Filing Fee for Notice of Deposit of Jury Fees by Plaintiff Luis Orlando Lainez	9072649	$10.25
2/27/2024	e-Filing Fee for Notice of Deposit of Jury Fees	9131288	$170.72
3/1/2024	e-Filing Fee for Case Management Statement	9192128	$16.14
8/9/2024	Certified Mail Cost for Mailing Amended PAGA Letter to Def.	9589 0710 5270 0409 4293 48	$9.64
10/1/2024	e-Filing Fee for Proof of Service	10496897	$16.22
10/8/2024	e-Filing Fee for Motion for Leave to Amend Complaint to Substitute Class Representative	10492957	$10.25
10/14/2024	e-Filing Fee for Motion for Leave to Amend Complaint to Substitute Class Representative	10548622	$78.02
10/21/2024	e-Filing Fee for Proof of Service	10582577	$16.22

10/31/2024	e-Filing Fee for Joint Case Management Conference Statement	10693302	$16.22
12/31/2024	e-Filing Fee for Joint Stipulation and Proposed Order	11038001	$36.82
1/6/2025	e-Filing Fee for Second Amended Class And Representative Action Complaint	11054385	$17.72
2/24/2025	e-Filing Fee for Joint Stipulation to Continue Case Management Conference, Stay Discovery until After Mediation, and Continue Class Certification Deadline	11398200	$38.32
8/26/2025	Plaintiff's Share of Mediation Fee - Momentum ADR	1688	$9,250.00
8/26/2025	Expert's Fee for Mediation Data Analysis - AttorneyTalk	3684	$7,875.00
10/23/2025	e-Filing Fee for Joint Stipulation to Continue Case Management Conference Pending Settlement	13193398	$39.08
1/20/2026	e-Filing Fee for Joint Stipulation to Continue Case Management Conference	13825872	$40.30
6/12/2026	e-Filing Fee for Motion for Preliminary Approval of Class Action and PAGA Settlement	14932553	$81.70
6/12/2026	e-Filing Fee for Declaration of Lonnie D. Giamela in Support of Motion for Preliminary Approval	15033476	$19.60
Estimated Future Cost	e-Filing Fee Motion for Final Approval	N/A	$81.70
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	$19.60
Estimated Future Cost	e-Filing Fee for Declaration re Distribution	N/A	$19.60
		TOTAL	**$20,061.17**

EXHIBIT 4