

Janelle Carney (State Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709
Telephone: (909) 521-9609 / Facsimile: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

Adam Rose (State Bar No. 210880)
adam@frontierlawcenter.com
Manny Starr (State Bar No. 319778)
manny@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433 / Facsimile (818) 914-3433

Attorneys for Plaintiff, Sydney Houser

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SYDNEY HOUSER, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

THE FISH HOUSE VERA CRUZ, INC., a
California Corporation; and DOES 1 to 100,

Defendants.

Case No.: 37-2023-00045659-CU-OE-NC
Hon. Cynthia A. Freeland
Dept. N-27

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Action filed: October 20, 2023

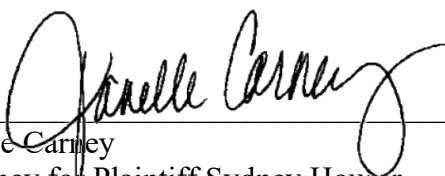
1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on August 21, 2024, the Honorable Cynthia A. Freeland
3 entered the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
4 PAGA Settlement; A true and correct copy of which is attached hereto as **Exhibit 1**.

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6
7 Date: September 4, 2024

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER

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Janelle Carney
Attorney for Plaintiff Sydney Houser

Exhibit 1

1 Janelle Carney (State Bar No. 201570)
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8 adam@frontierlawcenter.com
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10 manny@frontierlawcenter.com
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13 Calabasas, CA 91302
14 Telephone: (818) 914-3433 / Facsimile (818) 914-3433

15 Attorneys for Plaintiff, Sydney Houser

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
8/21/2024 5:13:24 PM

Clerk of the Superior Court
By V. Navarro, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

15 SYDNEY HOUSER, on behalf of herself and all
16 others similarly situated,

17 Plaintiff,

18 v.

19 THE FISH HOUSE VERA CRUZ, INC., a
20 California Corporation; and DOES 1 to 100,

21 Defendants.

Case No.: 37-2023-00045659-CU-OE-NC

CLASS ACTION

[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: August 16, 2024

Time: 1:30 pm

Dept.: N-27

Action filed: October 20, 2023

Reservation No.:

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA SETTLEMENT**

1 WHEREAS, this Action is pending before this Court as a putative class action lawsuit
2 brought by Sydney Houser, the Named Plaintiff ("Plaintiff" or "Named Plaintiff") against
3 Defendant The Fish House Vera Cruz, Inc. ("Defendant"); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
5 settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement
6 ("Settlement Agreement"), which, together with the exhibits annexed, sets forth the terms and
7 conditions for a proposed Settlement and final resolution of the Action upon the terms and
8 conditions set forth; and the Court having read and considered the Settlement Agreement and the
9 exhibits annexed;

10 NOW, THEREFORE, IT IS ORDERED:

11 1. This Order incorporates by reference the definitions in the Settlement Agreement,
12 and all terms defined shall have the same meaning in this Order as set forth in the Settlement
13 Agreement. Per the Parties' Settlement Agreement, the Court conditionally certifies the
14 following Settlement Class: All current and former non-exempt hourly individuals employed by
15 Defendant at any time from October 20, 2019, through May 31, 2024.

16 2. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiff, Participating Class Members, and Class Counsel will release claims against
19 all Released Parties as follows:

- 20 • Each Class Member who does not opt out of the settlement shall be deemed to release
21 the Released Parties from any and all claims, known or unknown, that: were asserted
22 in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the
23 LWDA (including any subsequently amended complaints or letters); and/or any and
24 all claims, that could have been asserted based on the factual allegations in all of the
25 complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any
26 amended complaints or letters). This includes but is not limited to claims for or
27 related to: pay for all hours worked/compensation due for services; calculation of the
28 regular rate of pay; meal periods; rest periods; meal and/or rest period premiums pay,

1 including the calculation of premium pay; wage statements; failure to reimburse for
2 work related out-of-pocket expenses, payment of wages at termination; maintain
3 accurate and complete records; unfair competition related to any or all of the
4 foregoing; any unpaid wages or compensation related to any or all of the foregoing;
5 restitution related to any or all of the foregoing; and any penalties, including statutory
6 or civil penalties, related to any or all of the foregoing. This release includes, but is
7 not limited to, any and all claims pursuant to: California Labor Code §§ 200, 201,
8 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and
9 2802, and 2698, et seq.; Business & Professions Code § 17200; and Industrial
10 Welfare Commission Wage Order 5-01. The release shall run through May 31, 2024.

11
12 3. Named Plaintiff is appointed and designated, for all purposes, as the
13 representative of the Class and Representative Action, and the following attorneys are appointed
14 and designated as counsel for the Named Plaintiff, the Class Representatives and the Class:
15 Janelle Carney of Janelle Carney – Attorney at Law, APC and Manny Starr and Adam Rose of
16 Frontier Law Center (“Class Counsel”). Class Counsel are authorized to act on behalf of
17 Participating Class Members with respect to all acts or consents required by, or which may be
18 given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the
19 Settlement. Any Objecting Class Member may enter an appearance through counsel of such
20 Class Member’s own choosing and at such Class Member’s own expense.

21 4. The Court finds on a preliminary basis that the Settlement appears to be fair,
22 reasonable and adequate, and one that would merit, ultimately, final approval by this Court. The
23 Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The
24 Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable as to all
25 Class Members when balanced against the potential outcomes of further litigation relating to
26 liability and damages issues. The Court further finds that the Settlement has been reached as the
27 result of serious and non-collusive, arms-length negotiations by Defendant and Plaintiff (the
28 “Settling Parties”).

1 5. A hearing (the “Settlement Hearing”) shall be held before this Court, located at
2 325 S. Melrose Drive, Vista, California, 92801, on November 22, 2024 at 1:30 p.m., in
3 Department N-27, to determine all necessary matters concerning the Settlement, including:
4 whether the proposed settlement of the Action should be finally approved by the Court; whether
5 a Judgment, as provided in the Settlement Agreement, should be entered; whether the plan of
6 allocation contained in the Settlement Agreement should be approved as fair, adequate and
7 reasonable to the Class Members; and to finally approve Class Counsel’s Fees Award and Cost
8 Award, the Class Representative’s Enhancement award, payment to the Labor and Workforce
9 Development Agency and the Settlement Administration Costs.

10 6. The Court approves, as to form and content, the Notice, attached as **Exhibit 1**.
11 The Court finds that distribution of the Notice, substantially in the manner and form set forth in
12 the Settlement Agreement and this Order, meets the requirements of due process, is the best
13 notice practicable under the circumstances, and will constitute due and sufficient notice to all
14 persons entitled to notice.

15 7. The Court appoints ILYM Group, Inc. as Settlement Administrator and directs the
16 Settlement Administrator to simultaneously mail or cause to be mailed to Class Members the
17 Notice (**Exhibit 1**) by first class mail at their last known address within fourteen (14) days of
18 receiving Class Information from Defendant.

19 8. Any Class Member (as defined by the Settlement Agreement) may choose to opt-
20 out of the Settlement or object to the Settlement as provided in the Notice by following the
21 instructions for requesting exclusion from the Settlement Class or objecting to the settlement.
22 Class Members will have forty-five (45) days from the date of mailing of the Notice in which to
23 postmark objections or a notice of opting out. All Class Members who do not timely and
24 properly notify the Settlement Administrator of their desire to opt-out of the Settlement, shall
25 become bound by all determinations of the Court, the Settlement Agreement and Judgment.

26 9. Any Class Member who did not opt-out may appear at the Settlement Hearing and
27 may object or express his/her views regarding the Settlement and may present evidence and file
28 briefs or other papers that may be proper and relevant to the issues to be heard and determined by

1 the Court as provided in the Notice. However, if a Class Member requests exclusion, the Class
2 Member shall not be heard or entitled to object, and no papers or briefs submitted by any such
3 person shall be received or considered by the Court.

4 10. As of the date this Order is signed, all dates and deadlines associated with the
5 Action shall be stayed, other than those pertaining to the administration of the Settlement of the
6 Action.

7 11. The Court reserves the right to adjourn or continue the date of the Final
8 Settlement Hearing and all dates provided for in the Settlement Agreement without further notice
9 to Class Members and retains jurisdiction to consider all further applications arising out of or
10 connected with the proposed Settlement.

11 IT IS SO ORDERED.

12 CAF

13 Dated: August 21, 2024

14 Cynthia A. Freeland
15 JUDGE OF THE SUPERIOR COURT

16 APPROVED AS TO FORM AND CONTENT:

17
18 Date: August 15, 2024

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER

19
20 By: S/ Janelle Carney
21 Janelle Carney,
22 Attorney for Plaintiff Sydney Houser

23 Dated: August 15, 2024

BERGER & WILLIAMS

24
25 By: S/ Harvey Berger
26 Harvey Berger
27 Attorney for Defendant, The Fish House Vera Cruz, Inc.
28

Exhibit 1

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2 Janelle@JanelleCarneyLaw.com
3 JANELLE CARNEY – ATTORNEY AT LAW, APC
4 14758 Pipeline Ave., Suite E
5 Chino Hills, CA 91709
6 Telephone: (909) 521-9609/ Fax: (909) 393-0471

7 Adam Rose (210880)
8 adam@frontierlawcenter.com
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11 **FRONTIER LAW CENTER**
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15 Attorneys for Plaintiff, Sydney Houser

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

13 SYDNEY HOUSER, on behalf of herself and all
14 others similarly situated,

15 Plaintiff,

16 v.

17 THE FISH HOUSE VERA CRUZ, INC., a
18 California Corporation; and DOES 1 to 100,

19 Defendants.

) CASE NO. 37-2023-00045659-CU-OE-NC

) CLASS ACTION

) Judge: Cynthia A. Freeland

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

) Action filed: October 20, 2023

1 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *Houser v. The Fish House Vera Cruz, Inc.*
4 Case No.: 37-2023-00045659-CU-OE-NC
5 San Diego Superior Court

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

8 **You may be eligible to receive money** from an employee class action lawsuit ("Action")
9 against Defendant, The Fish House Vera Cruz, Inc. (collectively referred to as "Defendant" or
10 "Fish House") for alleged wage and hour violations, including 1. Violation of Unfair Competition
11 Law; 2. Failure to Provide Meal Breaks; 3. Failure to Provide Rest Breaks; 4. Work Expense
12 Reimbursement Violations; 5. Waiting Time Penalty; 6. Wage Statement Penalty. The Action was
13 filed by Sydney Houser, a former employee of Defendant. Defendant denies all alleged violations
14 and denies that it owes class members any damages, penalties, or other remedies. The Court has not
15 made a ruling on the merits of the case.

16 Plaintiff seeks payment for a class of all non-exempt hourly employees who worked for
17 Defendant in California at least one (1) day at any time from October 20, 2019, through May 31,
18 2024.

19 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to
20 fund Individual Class Payments (also called "Settlement Share" in this Notice), and (2) a PAGA
21 Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the
22 California Labor and Workforce Development Agency ("LWDA").

23 Based on Defendant's records, and the Parties' current assumptions, **(1) your estimated**
24 **Settlement Share is \$ _____, the total workweeks you worked during the class period**
25 **are _____, and (2) your Individual PAGA Payment is estimated to be \$ _____.** (Total Pay
26 periods you worked during the PAGA period are _____.) The actual amount you may receive likely
27 will be different and will depend on a number of factors. (If no amount is stated for your Individual
28 PAGA Payment, then according to Defendant's records you are not eligible for an Individual
29 PAGA Payment under the Settlement because you didn't work during the PAGA Period of October
30 19, 2022, through May 31, 2024.

1 If you believe that you worked more during the class period, you can submit a challenge by
2 the deadline date. See Section 4 of this Notice.

3 The Court has already preliminarily approved the proposed Settlement and approved this
4 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
5 affected whether you act or do not act. Read this Notice carefully. You will be deemed to have
6 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether
7 to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and
8 Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
9 that requires Defendant to make payments under the Settlement and requires Class Members and
10 Aggrieved Employees to give up their rights to assert certain claims against Defendant.
11 If you worked for Defendant during the Class Period and/or the PAGA Period, you have two
12 basic options under the Settlement:

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

17 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
18 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
19 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class
20 Payment. You will, however, preserve your right to personally pursue Class Period wage claims
21 against Defendant. *You cannot opt-out of the PAGA portion of the proposed Settlement.*

22 **Defendant will not retaliate against you for any actions you take with respect to the
23 proposed Settlement.**

24 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

25 **You Don't Have to Do
26 Anything to Participate in the
27 Settlement**

28 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 and hour 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 _____ (45 days)	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).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____ (45 days)	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class.
You can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend, but you do have the right to appear (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 Total Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment is based on the total workweeks you worked during the class period and your PAGA payment is based on the total pay periods, respectively. Your total workweeks and total PAGA pay periods are based on Defendant's records, as 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 **1. WHAT IS THE ACTION ABOUT?**

2 Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating
3 California labor laws by failing to pay all wages due to failing to provide compliant, off-premises
4 meal periods and rest breaks and failure to provide accurate itemized wage statements, failing to
5 reimburse for work related expenses, and waiting time penalties. Based on the same claims,
6 Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General
7 Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action:
8 Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Adam Rose of Frontier
9 Law Center. ("Class Counsel.")

10 Defendant strongly denies violating any laws or failing to pay any wages and contend they
11 complied with all laws.

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

13 So far, the Court has made no determination whether Defendant or Plaintiff is correct on the
14 merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort
15 to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than
16 continuing the expensive and time-consuming process of litigation. The negotiations were
17 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing
18 to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,
19 Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final
20 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
21 agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

22 The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate,
23 authorized this Notice, and scheduled a hearing to determine Final Approval.

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

25 1. Defendant Will Pay \$172,000.00 as the Gross Settlement Amount (Gross
26 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the
27 Administrator of the Settlement no earlier than March 1, 2025. The Administrator will use the
28 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's

1 expenses, and penalties to be paid to the California Labor and Workforce Development Agency
2 ("LWDA").

3 2. Funding of Gross Settlement Amount. Upon the Court entering an order granting
4 Final Approval of the settlement, Defendant shall fund the Gross Settlement Amount, and also fund
5 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
6 the Administrator, as follows:

- 7 (a) Within 60 days of the Court entering an order granting final approval or March 1,
8 2025, whichever occurs later, Defendant shall deposit \$172,000.00 with the
9 Administrator in an interest-bearing escrow account.

10 Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the
11 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
12 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
13 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
14 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
15 Payment and the Class Representative Service Payment shall not precede disbursement of
16 Individual Class Payments and Individual PAGA Payments.

17 The Judgment will be final on the date the Court enters Judgment, or a later date if
18 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

- 23 A. Up to \$60,200 (35% of the Gross Settlement] to Class
24 Counsel for attorneys' fees and up to \$10,000.00 for their litigation
25 expenses. To date, Class Counsel have worked and incurred expenses on
26 the Action without payment.
27 B. Class Representative Award of up to \$5,000.00 to the Class
28 Representative for filing the Action, working with Class Counsel, and
representing the Class (in addition to any Individual Class Payment, and

any Individual PAGA Payment, the Class Representative is entitled to receive as a Participating Class Member).

C. Up to \$6,950.00 to the Administrator for services administering the Settlement.

D. Up to \$7,500.00 for PAGA Penalties, allocated 75% (\$5,625.00) to the LWDA PAGA Payment and 25% (\$1,875.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After deducting the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement ("Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period total 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 [e.g., interest, 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 outside the gross settlement fund. 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. It will be your responsibility to pay any tax owing on these amounts.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check

1 expires (the void date). If you don't cash it by the void date, your check will be automatically
2 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
3 Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed
4 Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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

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

18 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
19 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
20 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
21 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay
22 any money and Class Members will not release any claims against Defendant.

23 8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the
24 "Administrator") to send this Notice, calculate and make payments, and process Class Members'
25 Requests for Exclusion. The Administrator will also decide Class Member Challenges over total
26 workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to
27 administer the Settlement. The Administrator's contact information is contained in Section 9 of this
28 Notice.

1 9. Participating Class Members' Release. After the Judgment is final and Defendant
2 has fully funded the Gross Settlement and separately paid all employer payroll taxes,
3 Participating Class Members will be legally barred from asserting any of the claims released under
4 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
5 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against The Fish House
6 Vera Cruz, Inc., or related entities for wages and penalties based on the Class Period facts and
7 PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
8 Settlement.

9 Participating Class Members will be bound by the following release which includes all the
10 released parties as stated in the settlement agreement on file with the court including but not limited
11 to Defendant, and their subsidiaries, facilities, parents and attorneys, and agents, and each of their
12 past, present and future officers, directors shareholders, managers, general partners, employees,
13 agents, principals, owners, founders, heirs, representatives, accountants, auditors, consultants,
14 attorneys, and insurers.:

15 Each Class Member who does not opt out of the settlement shall be deemed to
16 release the Released Parties from any and all claims, known or unknown, that: were
17 asserted in any and/or all of the complaints in the Action and/or any of Plaintiff's
18 letters to the LWDA (including any subsequently amended complaints or letters);
19 and/or any and all claims, that could have been asserted based on the factual
20 allegations in all of the complaints in the Action and/or any of Plaintiff's letters to
21 the LWDA (including any subsequently amended complaints or letters). This
22 includes but is not limited to claims for or related to: pay for all hours
23 worked/compensation due for services; calculation of the regular rate of pay; meal
24 periods; rest periods; meal and/or rest period premiums pay, including the
25 calculation of premium pay; wage statements; failure to reimburse for work related
26 out-of-pocket expenses, payment of wages at termination; maintain accurate and
27 complete records; unfair competition related to any or all of the foregoing; any
28 unpaid wages or compensation related to any or all of the foregoing; restitution
related to any or all of the foregoing; and any penalties, including statutory or civil
penalties, related to any or all of the foregoing. This release includes, but is not
limited to, any and all claims pursuant to: California Labor Code §§ 200, 201, 202,
203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and
2802, and 2698, et seq.; Business & Professions Code § 17200; and Industrial
Welfare Commission Wage Order 5-01. The release shall run through May 31,
2024.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all

1 Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or
2 not they exclude themselves from the Settlement. This means that all Aggrieved Employees,
3 including those who are Participating Class Members and those who opt-out of the Class
4 Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against The Fish
5 House Vera Cruz, Inc., or their related entities based on the PAGA Period facts alleged in the
6 Action and resolved by this Settlement.

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

9 Each PAGA Representative Action Member, irrespective of whether he or she opts
10 out of the settlement as a Non-Participating Class Member, shall be deemed to
11 release the Released Parties from any and all claims, known or unknown, for civil
12 penalties under Labor Code section 2698 et seq. (PAGA) that: were asserted in any
13 and/or all of the complaints in the Action and/or any of Plaintiffs' letter to the
14 LWDA (including any subsequently amended complaints or letters); and/or any and
15 all claims, that could have been asserted based on any or all the factual allegations in
16 any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the
17 LWDA (including any subsequently amended complaints or letters). This release
18 includes, but is not limited to, claims for, or related to, PAGA civil penalties
19 premised on: Labor Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512,
20 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, and 2802; failure to pay
21 overtime; failure to pay for all hours worked/compensation due for services;
22 calculation of the regular rate of pay, including failure to include all remuneration
23 into the regular rate for overtime, rest period premiums and meal period premiums;
24 failure to provide meal periods and rest periods; failure to pay meal period and rest
25 period premiums, including the calculation of the premium pay; failure to reimburse
26 for work related out-of-pocket expenses, failure to provide accurate itemized wage
27 statements; inaccurate wage statements; and failure to timely pay wages at
28 termination; The release shall run through May 31, 2024.

21 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

22 A. The estimated proportionate share of the Net Settlement Amount shall be
23 determined by the Settlement Administrator pursuant to the following formula:

24 1. To determine the Gross Individual Settlement Payment for each Participating
25 Settlement Class Members, the Settlement Administrator:

- 26 a) Shall calculate the total aggregate number of weeks that all
27 Class Members were employed by, and worked for, Defendant as non-
28 exempt hourly individuals employed in California at any time during the

1 Class Period, excluding weeks when the Class Members did not work or were
2 on leave for the entire week ("Total Workweeks").

- 3 b) The value of each individual Qualifying Workweek shall then be
4 determined by dividing the Net Settlement Amount by the Total
5 Workweeks, resulting in the "Workweek Value." Each Individual
6 Settlement Share shall then be determined by multiplying the individual
7 Participating Class Member's number of Qualifying Workweeks by the
8 Workweek Value.
- 9 c) The Gross Individual Settlement Payments will be reduced by any required
10 legal deductions for each Participating Settlement Class Member. Standard
11 employer and employee payroll deductions will be made for state and federal
12 withholding taxes and any other applicable payroll deductions owed by the
13 Participating Class Members as a result of the Wage Component. The
14 Settlement Administrator will issue a check and W-2 Form to each
15 Participating Settlement Class Member for the Wage Component, as stated
16 above.

17 2. PAGA Representative Action Members estimated proportionate share of the
18 PAGA Settlement Amount shall be determined by the Settlement Administrator pursuant to the
19 following formula:

- 20 i. Individual PAGA Aggrieved Employees who worked as current and former
21 non-exempt hourly individuals employed by Defendant at any time from
22 October 20, 2022 until May 31, 2024;
- 23 ii. To calculate each Aggrieved Employee's proportionate share: The
24 Settlement Administrator shall calculate the total aggregate number of Pay
25 Periods that all PAGA Individuals were employed by, and worked for,
26 Defendant as non-exempt hourly individuals employed in California at any
27 time during the PAGA Period. The value of each individual Pay Period shall
28 then be determined by dividing the PAGA Payment Amount of \$1,875.00 by

1 the Total pay periods resulting in the "Pay Period Value." Each Individual
2 PAGA Share shall then be determined by multiplying the Individual PAGA
3 Member's number of Pay Periods by the Pay Period Value.

4 B. Total Workweek/Pay Period Challenges. The total workweeks you worked during
5 the Class Period and the number of PAGA Pay Periods you worked during the PAGA
6 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You
7 have until _____ to challenge these figures. You can submit your challenge by signing
8 and sending a letter to the Administrator via mail. (See Section 9 of this Notice for the
9 Administrator's contact information.)

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

18 5. HOW WILL I GET PAID?

19 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
20 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
21 including those who also qualify as Aggrieved Employees. The single check will combine the
22 Individual Class Payment and the Individual PAGA Payment. Please make sure the administrator
23 has your correct address. Payments will not be made until after March 1, 2025.

24 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
25 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the
26 Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same
27 address as this Notice. If you change your address, be sure to notify the Administrator as soon as
28 possible. Section 9 of this Notice has the Administrator's contact information.

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

2 Submit a written and signed letter with your name, present address, telephone number, and
3 a simple statement that you do not want to participate in the Settlement. The Administrator
4 will exclude you based on any writing communicating your request be excluded. Be sure to
5 personally sign your request, identify the Action as *Houser v. The Fish House Vera Cruz, Inc.*, and
6 include your identifying information (full name, address, telephone number, approximate dates of
7 employment, and social security number for verification purposes). You must make the request
8 yourself. If someone else makes the request for you, it will not be valid. **The Administrator must**
9 **be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the
10 Notice has the Administrator's contact information.

11 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

12 Only Participating Class Members have the right to object to the Settlement. Before
13 deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court
14 to approve. At least sixteen (16) court days before the _____ Final Approval Hearing,
15 Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes,
16 among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees,
17 Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for
18 attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class
19 Representative Service Award. Upon reasonable request, Class Counsel (whose contact
20 information is in Section 9 of this Notice) will send you copies of these documents at no cost to
21 you.

22 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
23 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
24 object, for example, that the proposed Settlement is unfair, or that the amounts requested
25 by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**
26 **objections to the Administrator is _____.** Be sure to tell the Administrator what
27 you object to, why you object, and any facts that support your objection. Make sure you
28

1 identify the Action *Houser v. The Fish House Vera Cruz, Inc.*, and include your name, current
2 address, telephone number, and approximate dates of employment for Defendant and sign the
3 objection.

4 Section 9 of this Notice has the Administrator's contact information.

5 Alternatively, a Participating Class Member can object (or personally retain a lawyer to
6 object at your own cost) by attending the Final Approval Hearing. You (or your attorney)
7 should be ready to tell the Court what you object to, why you object, and any facts that support
8 your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final
9 Approval Hearing.

10 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

11 You can, but do not have to, attend the Final Approval Hearing on _____, 2024 at
12 _____ in Department N-27 of the San Diego Superior Court – North County, located at 325 S.
13 Melrose Dr., Vista, CA 92081-6695. At the Hearing, the judge will decide whether to grant Final
14 Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel,
15 Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and
16 Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
17 personally, or virtually. Check the Court's website for the most current information.

18 It's possible the Court will reschedule the Final Approval Hearing. You should check the
19 Court's website at <https://roa.sdcourt.ca.gov/roa/> beforehand or contact Class Counsel to verify the
20 date and time of the Final Approval Hearing.

21 **9. HOW CAN I GET MORE INFORMATION?**

22 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
23 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
24 documents is to go to the court's website at <https://roa.sdcourt.ca.gov/roa/>. You can also
25 telephone or send an email to Class Counsel or the Administrator using the contact information
26 listed below. You can also make an appointment to personally review court documents in the
27 Clerk's Office at the San Diego Superior Court courthouse by calling (619) 450-7064.

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

Class Counsel:

Janelle Carney, Esq.
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709
Tel. (909) 521-9609
Email: Janelle@JanelleCarneyLaw.com

Manny Starr, Esq.
Adam Rose, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, #1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Email: Manny@frontierlawcenter.com; Adam@frontierlawcenter.com;

Settlement Administrator: ILYM Group, Inc.
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/upd_inss.html, 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.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On September 4, 2024, I served the foregoing document described as:

**NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

Harvey Berger, Esq.
Matthew Baker, Esq.
Berger & Williams, LLP
401 B Street, Suite 2000
San Diego, California 92101
berger@bergerwilliams.com
baker@bergerwilliams.com
waller@bergerwilliams.com
beshear@bergerwilliams.com

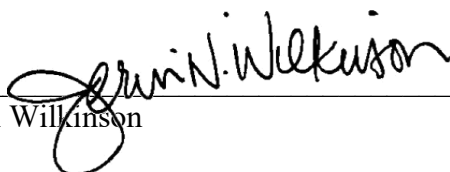
Adam Rose
Manny Starr
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
adam@frontierlawcenter.com
manny@frontierlawcenter.com
eservice@frontierlawcenter.com

XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com

California Labor & Workforce Development Agency
Via Online Filing
<http://www.dir.ca.gov/private-attorneys-general-act/private-attorneys-general-act.html>

Executed on September 4, 2024 at Chino Hills, California.

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


Jerin Wilkinson