

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) is made by and between Plaintiff Esthela Miramontes (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand; and Defendants Golden Buffet Pomona, LLC and Pomona GC, LLC (“Golden Buffet” or “Defendants”), on the other hand. Plaintiff and Defendants are referred to herein collectively as the “Parties.” This Agreement is subject to the terms and conditions set forth below and the approval of the Court.

1. DEFINITIONS

The following terms, when used in this Agreement, have the following meanings:

1.1 “Action” means Plaintiff’s complaint against Defendants titled *Esthela Miramontes v. Golden Buffet Pomona, LLC*, et al, Case No. 23STCV29769, filed on December 5, 2023, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this Class Action and PAGA Settlement and Release.

1.3 “PAGA Member” means a current or former non-exempt employee employed by Defendants in California during the PAGA Period.

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1.5 “Class Counsel” means Abramson Labor Group, counsel for Plaintiff, the Settlement Class and the PAGA Members.

1.6 “Class Member(s)” means all non-exempt employees who have worked, or continue to work, for Defendants, in California at any time from December 5, 2019 to December 7, 2024. The estimated number of Class Members is 253.

1.7 “Class Data” means the name, employee ID number (if available), last known address, last known phone number, social security number, number of Workweeks employed by Defendants in California as a non-exempt employee during the Class Period, and number of pay periods employed by Defendants in California as a non-exempt employee during the PAGA Period.

1.8 “Class Period” means the period from December 5, 2019 to December 7, 2024.

1.9 “Class Representative” means Plaintiff Esthela Miramontes.

1.10 “Court” means the Superior Court of California, County of Los Angeles.

1.11 “Defense Counsel” means Rachel J. Lee and Jasmine Shams of Lewis Brisbois Bisgaard & Smith LLP, counsel for Defendants.

1.12 “Effective Date” means the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court, and (ii) Judgment approving the settlement becomes Final. The Judgment is final as of the latest of the following occurrences: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.13 “Gross Settlement Amount” or “GSA” means Two Hundred Ninety-Five Thousand Dollars and Zero Cents (\$295,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided for in Paragraph 4 below. The Gross Settlement Amount will be used to pay all payments to the Settlement Class, all costs of the Settlement Administrator, Class Representative Service Payment, Class Counsel attorneys fees and costs, individual PAGA payments and the LWDA PAGA Payment.

1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15 “Net Settlement Amount” means the GSA less the following Court-approved amounts: Class Counsel’s attorneys’ fees and litigation costs, Plaintiff’s Class Representative Service Payment, the Settlement Administrator’s administration costs, Individual PAGA payments and the LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.16 “PAGA Pay Period” means any Pay Period during which an PAGA Member worked for Defendants for at least one day during the PAGA Period.

1.17 “PAGA Period” means December 5, 2022 to December 7, 2024.

1.18 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.19 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator under US Treasury Regulation section 468B-1 for the benefit of the Participating Class Members and/or PAGA Members and from which the payments under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement shall remain the property of Defendants until the payments required under the Agreement are made.

1.20 “Released Class Claims” means any and all claims, demands, rights, liabilities and causes of action that are alleged in the First Amended Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period including but not limited to claims for (a) any alleged failure by Golden Buffet (1) to authorize and permit rest periods or pay rest period premium wages, (2) to issue compliant wage statements, or (3) to timely pay final wages; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(3) above; and (c) any violation of the

California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(3) above, including, without limitation, violation of California Labor Code sections 201-204, 226, 226.7, 516, 558, 1198, or any other applicable state statute, rule and/or regulation (Wage Order).

1.21 “Released PAGA Claims” means any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 et seq., contained in Plaintiffs’ notice letter to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in Plaintiffs’ notice letter to the LWDA during the PAGA Claim Period. PAGA Members cannot opt out of this waiver of claims.

1.22 “Released Parties” means Defendants and each of their former, current and future parent companies, divisions, subsidiaries, affiliates, shareholders, members, owners, managers, directors, employees, principles, heirs, representatives, agents (including, without limitation, any auditors, consultants, investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

1.23 “Settlement Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.24 “Settlement Award” means the total of each Participating Class member’s (i) payment from the NSA and (ii) payment, if any, from the PAGA Amount, as described below.

1.25 “Settlement Class” means all current and former non-exempt employees who worked for Golden Buffet at any time during the Class Period.

1.26 “Workweek” means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS

2.1 On or around December 5, 2023, Plaintiff sent a notice to the LWDA to exhaust administrative remedies under the PAGA for (1) rest period violations, (2) failure to timely pay employees, (3) wage statement violations, and (4) failure to pay all wages owed at termination.

2.2 On or about December 5, 2023, Plaintiff filed a Class Action Complaint against Defendants in Los Angeles County Superior Court on behalf of herself and Class Members, alleging (1) rest period violations, (2) wage statement violations, (3) waiting time penalties, and (4) Unfair Competition.

2.3 On February 9, 2024, Plaintiff filed her First Amended Complaint in the Action, to add a cause of action for civil penalties under the Labor Code Private Attorneys’ General Act (“PAGA”), Labor Code § 2698, et seq.

2.4 Through informal discovery, Defendants and Defendants’ Counsel provided Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks, information on Class Members including, but not limited to, Class Members’ workweeks, dates of employment, total number of Class Members, their rates of pay, and pay periods.

2.5 After Class Counsel received the data, the Parties participated in a lengthy mediation with private mediator Monique Ngo-Bonnici on October 7, 2024. At the conclusion of the mediation, the Parties were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

2.6 Defendants have denied all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

2.7 It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability by Released Parties. Plaintiff further agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court order). Defendants disclaim and deny any liability, obligation, or responsibility to Plaintiff whatsoever.

3. **RELEASE.**

3.1 **Settlement Class:** Defendants represent there are approximately 253 Settlement Class members. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

3.2 **Release by Settlement Class:** Upon the occurrence of the Effective Date and the Settlement being fully funded by Defendants, Participating Class Members will release and discharge Defendants and Released Parties from any and all causes of action, claims, rights, damages, liabilities, interest, and penalties under California law that are alleged in the First Amended Complaint in the Action or that could have been alleged based on the facts alleged in the First Amended Complaint in the Action, including but not limited to: (a) any alleged failure by Golden Buffet (1) to authorize and permit rest periods or pay rest period premium wages, (2) to issue compliant wage statements, or (3) to timely pay final wages; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(3) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(3) above, including, without limitation, violation of California Labor Code sections 201-204, 226, 226.7, 516, 558, 1198, or any other applicable state statute, rule and/or regulation (Wage Order), during the Class Period .

3.3 **Release by Non-Participating Class Members Who Are PAGA Members:**

All Non-Participating Class Members who are PAGA Members 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the First Amended Complaint and the PAGA Notice and ascertained in the course of the Action.

3.4 **Release by Plaintiff:** Upon the occurrence of the Effective Date and the funding of the Gross Settlement Amount and the employer-side taxes, and in exchange for her Class Representative Service Payment, Plaintiff, as the named Class Representative, on behalf of herself and her heirs, successors, assigns, attorneys and agents, agrees to further release Defendants and Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local wage-and hour laws, rules, or regulations, arising at any time prior to the date that Plaintiff signs this Agreement (“Plaintiff’s Released Claims”). This release expressly excludes any workers’ compensation claim that Plaintiff may have, any claims for unemployment insurance, or any other claims which cannot be released by law. As to the Plaintiff’s Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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.

4. **MONETARY TERMS**

The Parties agree as follows:

4.1 **Gross Settlement Amount.** As consideration, Defendants agree to pay Two Hundred Ninety-Five Thousand Dollars and Zero Cents (\$295,000.00) in full and complete settlement of the Action. Funding of the Gross Settlement Amount shall be funded by Golden Buffet no later than 20 Court days after the Effective Date. Golden Buffet shall deposit the Gross Settlement Amount funds with the Settlement Administrator. This is a **non-reversionary settlement**. The Gross Settlement Amount includes payments to Participating Class Members, PAGA Members, all attorneys’ fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payments to the Class Representatives and the PAGA Payment. Defendants’ share of payroll taxes on any wage portion of the payments to the Settlement Class shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount. Defendants’ share of payroll taxes shall be deposited by Defendants with the Settlement Administrator at the same time it deposits the Gross Settlement Amount.

4.2 **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of one-third of the Gross Settlement Amount (currently estimated at \$98,323.50), plus actual costs and expenses as supported by declaration in an amount not to exceed \$20,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves an Attorneys' Fees and Costs payment less than the amounts requested, the Settlement 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 Attorneys' Fees and Costs Payment. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel an IRS Form 1099 when the Settlement Administrator pays the fee and cost award approved by the Court. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants and Released Parties harmless, and indemnifies Defendants and Released Parties from any dispute or controversy regarding any division or sharing of any of these Payments.

4.3 **Settlement Administrator Costs.** The Parties will request the appointment of Phoenix as Settlement Administrator. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements. Defendants will not object to Plaintiff's seeking permission to pay up to \$8,250.00 from the Gross Settlement Amount for the Settlement Administrator's services. The difference between any actual costs and the allocated \$8,250.00 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis. However, any rejection and/or reduction by the Court of any such request for Settlement Administrator Costs will not affect the enforceability of the Settlement.

4.4 **Class Representative Service Payment.** Plaintiff will request, and Defendants will not oppose, a Class Representative Service Payment of \$10,000.00 from the Gross Settlement Amount for Plaintiff, in recognition of Plaintiff's time and risks undertaken in prosecuting the Action, and her service to the Settlement Class. If the Court approves a Class Representative Service Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. This Class Representative Service Payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiff the Class Representative Service Payment when it mails the Settlement Awards to Settlement Class members. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. In the event that the Court awards less than the Class Representative Service Payment amount requested, then any portion of the requested amount not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

However, any rejection and/or reduction by the Court of any such request will not affect the enforceability of the Settlement.

4.5 **PAGA Payment.** The Parties have set aside \$25,000.00 of the GSA as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$18,750, will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, or \$6,250.00, will be payable to certain Settlement Class Members as the “PAGA Amount” as discussed below.

4.6 **No Additional Benefits Contributions.** All Individual Settlement Amounts paid to Participating Class Members and PAGA Members shall be deemed to be income solely in the year in which such amounts were actually received. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Participating Class Member or PAGA Member to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating Class Member PAGA Member to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Participating Class Members and PAGA Members in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

4.7 **Payments from the Net Settlement Amount.** Payment to Participating Class Members and PAGA Members of their Individual Settlement Amount are not required to submit a claim form to receive a Settlement Award payment. The NSA will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys’ fees and costs, any Class Representative Service Payment, the Settlement Administrator Costs, and the PAGA Payment. Each Class Member’s share will be initially determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Any funds allocated to Class Members under this formula who timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis, i.e. each Participating Class Member’s share will be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to arrive at the Participating Class Member’s individual share of the Net Settlement Amount.

4.8 **Payments from the PAGA Amount.** In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$6,250.00) has been set aside as the “PAGA Amount.” The PAGA Amount shall be paid to all PAGA Members (regardless of whether they opt out) based on each PAGA Member’s proportional number of PAGA Pay Periods. Specifically, each PAGA Member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Member’s number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Members.

4.9 **Tax Allocation.** The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or PAGA Members reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and PAGA Members are as follows:

4.9.1 Thirty Three (33%) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

4.9.2 Sixty Seven Percent (67%) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this payment shall be divided equally among the 1099-MISC and 1099-INT designations.

4.9.3 The entirety (100%) of each PAGA Member's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the PAGA Members shall receive an IRS Form 1099-MISC.

4.9.4 Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans. Neither Plaintiff, Defendants, nor their respective counsel are giving any tax advice in connection with the settlement or any payments to be made pursuant to this settlement, nor shall anything in this Settlement be relied upon as such within the meaning of U.S. Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise. Each Settlement Class member agrees to hold harmless Plaintiff, Defendants, and their respective counsel from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

5. PRELIMINARY APPROVAL

5.1 Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall file a Motion for Preliminary Approval that complies with the Court's current checklist for Preliminary Approvals, and apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement;
- B. Appointing Abramson Labor Group as Class Counsel;
- C. Appointing Plaintiff as Class Representative for the Settlement Class;

- D. Approving Phoenix as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of same in English and Spanish; and
- G. Scheduling a Final Approval hearing.

6. SETTLEMENT ADMINISTRATION

6.1 Duties of Settlement Administrator. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, 1) receiving Class Member and PAGA Member contact information and confirming addresses are valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members and PAGA Member whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or PAGA Members, including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or PAGA Members; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or PAGA Members; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or PAGA Members; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and PAGA Members; 15) have and use its

own Employer Identification Number to calculate payroll tax withholdings and provide reports state and federal tax authorities. and 16) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members. Any funds allocated for the Settlement Administrator that are not approved by the Court, will revert to the Net Settlement Amount.

6.2 Notice to Settlement Class and PAGA Members. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Settlement Award as well as all of the information from Defendants' records used to calculate the Settlement Award, including the number of Workweeks worked, and the number of PAGA Pay Periods (if any) worked. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and amounts of, any Settlement Award under this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

6.3 Class Member Data. Within Fifteen (15) Court days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the confidential Class Data in an electronic format satisfactory to the Settlement Administrator.

6.4 Review and Approval. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing. The class list and any other data provided by Defendant to the Settlement Administrator or obtained during the NCOA shall be treated as confidential, and shall not be subject to disclosure by the Settlement Administrator, except that: (a) relevant information may be provided to Class Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from either a Class Member or a third-party; or (b) to allow

Defendant's counsel and Plaintiff's counsel to confirm that the calculation of a particular Class Member's estimated share of the settlement is accurate.

6.5 Returned and/or Re-mailed Notice of Settlements. In the event that a Notice of Settlement is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) calendar days to any more recent address found as a result of the search. Following each search that does not result in a corrected address, for those Class Members who appear to be current employees of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out, a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are followed and the Class Member does not timely and properly request to opt-out, the Class Member shall be bound by all terms of the Agreement, including the releases contained in Section 6.

6.6 Responses to Notice of Settlement.

6.6.1 Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined herein) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the "Response Deadline"). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, and telephone number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 4 of this Agreement and are eligible for an Individual PAGA Payment. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received, including an assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and

objections received. The Parties agree that they and their respective counsel will not solicit any Class Member to opt out of the Settlement, or appeal from the Judgment. Every member of the Settlement Class 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' Releases in this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.6.2 Objections. Participating Class Members may object to the Settlement either by mailing a written objection to the Settlement Administrator, and/or by appearing at the Final Approval Hearing and objecting verbally. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Participating Class Member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Participating Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. Absent good cause found by the Court, a Participating Class Member who wishes to submit a written objection but who fails to comply with the procedures set forth herein for written objections shall be deemed not to have submitted a written objection. Any attorney who intends to represent an objecting Participating Class Member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

6.6.3 Defendants' Option to Withdraw. If more than 5 percent of the Settlement Class members opt out, Defendants may withdraw from the settlement provided it pays the settlement administration costs incurred to date. If Defendants withdraw, the Settlement shall be void ab initio, having no force or effect whatsoever. Defendants will meet and confer with Plaintiff before withdrawing from the settlement under this provision.

6.7 Settlement Administrator 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 Settlement 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, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

6.8 **Final Report.** Within [10] days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement 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 Settlement 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 Settlement Administrator's declaration in Court.

6.9 **Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiffs.** Within seven (7) business days following Defendants' deposit of the Gross Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within five (5) business days of (i) the occurrence of the Effective Date and (ii) receiving approval of its calculations by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payment to Plaintiff, the LWDA's PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.

6.10 **Settlement Check Expiration and Uncashed Checks.** Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed. If any Settlement Award check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall perform a "skip trace" for the Settlement Class member to whom the Settlement Award was mailed and shall re-mail the Settlement Award to any new address obtained through the skip trace. Neither Plaintiff nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. Final Approval.

7.1 Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payment, PAGA civil penalties to the LWDA, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769.

7.2 Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. 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. 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 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 Settlement Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

7.3 Plaintiff will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

8. MISCELLANEOUS CLAUSES

8.1 **Escalator Clause.** Defendants represent that Settlement Class members worked approximately 10,500 Workweeks as non-exempt employees in California during the Class Period. If the actual number of Workweeks worked by Settlement Class members exceeds this number by more than 15% (i.e., if there are actually 12,180 or more Workweeks worked by Settlement Class members), then Defendants will have the option to either: (i) increase the Gross Settlement Amount by the increase in Workweeks above the 15% (e.g., if there was a 16% increase in the number of workweeks during the Class Period, Defendants would agree to increase the GSA by 1%) or (ii) truncate the end of the Class Period to the date in which 12,180 workweeks are met and this escalator clause will no longer be triggered. If Defendants elect to truncate the end of the Class Period under this provision, then the Class Period will end as of that date and the notice to the Settlement Class will include the revised Class Period end date.

8.2 **Non-Admission of Liability.** Defendants deny liability as to the matters alleged in the Action. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.

8.3 **PAGA Member Confidentiality.** Plaintiff and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as

set forth herein, and except to Plaintiff's spouse or to Plaintiff's attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiff.

8.4 Continuing Jurisdiction. Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and California Rule of Court 3.769.

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

8.6 Enforcement Action. In the event either Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.

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

To Defendants: Rachel Lee and Jasmine Shams, Lewis Brisbois Bisgaard & Smith LLP,
633 West 5th Street Suite 4000, Los Angeles, CA 90071;
rachel.lee@lewisbrisbois.com, jasmine.shams@lewisbrisbois.com.

To Plaintiff and Class: Neil Larsen, Abramson Labor Group, 1700 W. Burbank Blvd.,
Burbank, CA 91506; neil@abramsonlabor.com

8.8 Applicable Law. All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

8.9 Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

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

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

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

8.13 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

8.14 **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.

8.15 **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.

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

8.17 **No Additional Recovery.** It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in the Asserted Claims shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Agreement. If, despite the provisions of this Paragraph, any Released Party receives any claims from any individual or entity arising from Plaintiff's, a Participating Class Member's, or a PAGA Member's filing of the Asserted Claims against them (including any claim for contribution or indemnity), the person who filed such claims shall indemnify, provide a full defense for, and hold harmless the Released Parties for such amount. Additionally, in the event that a trier of fact determines that any Released Party is or would be liable for contribution or indemnity under such circumstances pursuant to any theory of law or equity (and all appeals are exhausted or the time for such appeals have expired), this Agreement shall act as a release, releasing not only the Released Party, but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to contribution or indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiff, the Participating Class Members, and the PAGA Members, for any claims that would require such contribution or indemnity.

8.18 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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 California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Settlement 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 Defendants unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

8.19 **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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

AGREED TO AND APPROVED BY:

DATED: 5-8-25

GOLDEN BUFFET POMONA, LLC

By: Ray Vasquez
Its: Member

DATED: 5-8-25

POMONA GC, LLC

By: Ray Vasquez
Its: Member

DATED: 05/08/2025

ESTHELA MIRAMONTES

Esthela Miramontes (Aug 5, 2025 10:36:46 PDT)
Plaintiff and Class Representative

EXHIBIT A

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

Esthela Miramontes v. Golden Buffet Pomona, et al.; Case No. 23STCV29769

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Golden Buffet Pomona, LLC and Pomona GC, LLC (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee of Defendants, Esthela Miramontes (“Plaintiff”) and seeks payment of unpaid rest period premium wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (December 5, 2019 to December 7, 2024) and penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendants during the PAGA Period (December 5, 2022 to December 7, 2024) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, and/or more 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 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

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. In exchange, you will give up your right to assert the wage claims against Defendants 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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (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. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. <i>See</i> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is Defendants’ former employee. The Action accuses Defendants of violating California labor laws by failing to provide rest breaks, failing to timely pay wages during employment, failing to pay wages owed upon separation of employment, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Neil Larsen, #276490

Neil@abramsonlabor.com

Jennifer Rivera, #353268

Jennifer.R@abramsonlabor.com

ABRAMSON LABOR GROUP

1700 W. Burbank Blvd., Burbank, California 91506

Tel: (213) 493-6300; Fax: (213) 723-2522

(“Class Counsel.”)

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

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an 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 Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$295,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 20 Court days after the Effective Date, as defined in the Settlement Agreement.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$98,323.50 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. 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 \$8,250.00 to the Administrator for services administering the Settlement.

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

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of One-Third of each Individual Class Payment to taxable wages (“Wage Portion”) and Two-Third to interest, etc. (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

If the monies represented by your check is 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, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will

not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions, (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants 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:

Upon the occurrence of the Effective Date and the Settlement being fully funded by Defendants, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Defendants and Released Parties from any and all causes of action, claims, rights, damages, liabilities, interest, and penalties under California law that are alleged in the First Amended Complaint in the Action or that could have been alleged based on the facts alleged in the First Amended Complaint in the Action, including but not limited to: (a) any alleged failure by Defendants: (1) to authorize and permit rest periods or pay rest period premium wages, (2) to issue compliant wage statements, or (3) to timely pay final wages; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(3) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(3) above, including, without limitation, violation of California Labor Code sections 201-204, 226, 226.7, 516, 558, 1198, or any other applicable state statute, rule and/or regulation (Wage Order), during the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants 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 Non-Participating Class Members who are PAGA Members 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the First Amended Complaint and the PAGA Notice and ascertained in the course of the Action.

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 \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 Pay Period challenges based on your submission and on input from Class Counsel (who will advocate

on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't 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 doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. 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 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 be excluded. Be sure to personally sign your request, identify the Action as *Esthela Miramontes v. Golden Buffet Pomona, et al.*, Case No. 23STCV29769, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

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 Defendants are asking the Court to approve. At least 16 court days before the _____ 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by

Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Esthela Miramontes v. Golden Buffet Pomona, et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendants 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 on _____ at (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, 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 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and 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 Phoenix Class Action Administration Solutions's website at _____ (url) _____. 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV29769. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

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ABRAMSON LABOR GROUP

1700 W. Burbank Blvd.

Burbank, California 91506

Tel: (213) 493-6300

Fax: (213) 723-2522

Settlement Administrator:

Esthela Miramontes v. Golden Buffet Pomona, et al.,

c/o Phoenix Settlement Administrators

Address

City, CA, Zip

Toll-Free Phone Number: [insert]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

MIRAMONTES v. GOLDEN BUFFET POMONA, ET AL.
LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 23STCV29769

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to Defendants' records:

- (a) you were employed for ____ workweeks by Defendants as an hourly non-exempt employee in California from December 5, 2019 to December 7, 2024.
- (b) you were employed for ____ pay periods by Defendants as an hourly non-exempt employee in California from December 5, 2022 to December 7, 2024.

Based on the above, your Settlement Award is estimated at \$ ____.

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

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, the dispute will be resolved by the parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.