

MIRZAYAN LAW, APLC

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Attorney for Plaintiff Daniel Mitchell
and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

DANIEL MITCHELL, individually and on
behalf of all current and former similarly situated
employees in the State of California,

Plaintiffs,

v.

THOVAN HOSPITALITY, LLC; AGNES
RESTAURANT & CHEESRY; THOMAS
KALB, an individual; VANESSA TILAKA, an
individual; ALLAN LIAO, an individual; and
DOES 1 to 50, inclusive,

Defendants.

) CASE NO.: 30-2024-01377755-CU-OE-CXC
)
) ASSIGNED FOR ALL PURPOSES TO:
) Hon. Layne H. Melzer
)
) Dept.: CX-102
)
) Date: October 23, 2025
) Time: 2:00 p.m.
) Dept.: CX-102
)
) **SUPPLEMENTAL DECLARATION OF**
) **NATALIE MIRZAYAN, ESQ. IN**
) **SUPPORT OF MOTION FOR**
) **PRELIMINARY APPROVAL OF**
) **CLASS ACTION AND PAGA**
) **SETTLEMENT AND FOR**
) **PROVISIONAL CLASS**
) **CERTIFICATION FOR SETTLEMENT**
) **PURPOSES ONLY**
)
) *[Filed Concurrently With Supplemental Brief*
) *iso Plaintiffs' Motion For Preliminary*
) *Approval Of Class Action And PAGA*
) *Settlement And For Provisional Class*
) *Certification For Settlement Purposes*
) *Only]*

1 I, Natalie Mirzayan, declare as follows:

2 1. I am an attorney at law, duly authorized to practice law before all of the courts of the State of
3 California and I am a shareholder at Mirzayan Law, A Professional Law Corporation. I am the
4 attorney for Plaintiff DANIEL MITCHELL (“Plaintiff” or “Class Representative”) in this case. I
5 submit this Supplemental Declaration on behalf of the Plaintiff in support of Plaintiff’s Motion for
6 Preliminary Approval of Class Action and PAGA Settlement and for Provisional Class
7 Certification for Settlement Purposes Only. I am familiar with the files, pleadings, and facts in
8 this case and could and would competently testify to the following facts on the basis of my personal
9 knowledge.
10

11 2. A true and correct copy of the Court’s August 14, 2025 Minute Order (“Order”) is attached
12 hereto as **Exhibit “1”**.

13 3. The Parties have revised the Class Action and PAGA Settlement Agreement (“Agreement”)
14 and the Class Notice, which was filed with the Court on July 3, 2025, ROA No. 94, by drafting an
15 Addendum # 1 To Class Action And PAGA Settlement Agreement And Class Notice (“Addendum”),
16 a true and correct copy is attached hereto as **Exhibit “2”**.

17 4. The Parties have revised the Notice to the Class, a true and correct copy of which is attached
18 hereto as **“Exhibit 3”**.

19 5. The redlined version of the Notice tracking edits from the original Notice is attached hereto
20 as **Exhibit “4”**.

21 6. The Parties have also revised the Proposed Order a redlined version of the Proposed Order
22 tracking edits from the original is attached as **Exhibit “5”**.

23 7. **Issue No. 11** Plaintiff’s statistical expert Sean Chasworth at Phillips Fractor and Company,
24 analyzed the payroll records to enable Class Counsel to evaluate the potential liability and damages
25 for the Class Members. Based upon this information, Class Counsel was able to act intelligently and
26

effectively in negotiating the proposed Settlement.

A) The Maximum Total Value Of The Claims:

The maximum total value of all the claims is \$5,192,602.75. (This is by adding the Unpaid Wages/off the clock \$148,999.65 + Split Shift \$1,588.72 + Meal Break Premium \$161,068.55 + Rest Break Premium \$ 667,979.76 + Waiting Time Penalty \$822,066.66 + Wage Statement penalties \$234,100.00 + PAGA Penalties \$ 3,156,800.00).

B) The Discounts Applied Or Risk-Adjusted Values For Each Category Of Claims:

i. Claims Related To Unpaid Wages (Off the Clock Time): Plaintiff's claims for failure to pay wages for all hours worked as alleged in the Operative Complaint, were as a result of Defendant's alleged failure to pay Plaintiff and the Class for wages for off-the-clock work because Defendants required employees to arrive ample of time before their shifts to get dressed, settled, and ready for their shifts and did not allow them to clock-in without prior authorization from the manager. Defendants' policies thereby resulted in an aggregate loss of wages to employees. Based on available records provided by Defendants, Plaintiff's economic expert estimates the value for the unpaid wages to be \$148,999.65 (assuming 12 minutes of unpaid time per workday). Accordingly, Plaintiffs discounted the maximum exposure by 75% for the risk of non-certification, and to account for Defendants' defenses on the merits, to arrive at an estimated exposure of \$37,249.91.

ii. Claims Related to Split Shift: Based on review of the payroll records, Plaintiff's economic expert calculated the split shift at \$1588.72. Accordingly, Plaintiffs discounted the maximum exposure by 5% to arrive at an estimated exposure of \$1,509.29.

iii. Claims Related to Meal Break Violations: Plaintiffs allege that they would have been entitled to recover meal period premiums for Defendant's failure to provide Class Members with compliant meal breaks. Plaintiffs' statistical experts calculated the meal break damages to be approximately \$161,068.55. Accordingly, Plaintiffs discounted the maximum exposure

1 by 95% for the risk of non-certification, and to account for Defendants' defenses on the merits,
2 to arrive at an estimated exposure of \$8,053.43.

3 iv. Rest Break Violations: Plaintiffs also allege that they would have been entitled to
4 recover rest break premiums for Defendant's failure to provide Class Members with compliant
5 rest breaks. Plaintiffs statistical experts calculated the rest break damages to be approximately
6 \$667,979.76 (assuming 100% violation). Accordingly, Plaintiffs discounted the maximum
7 exposure by 95% for the risk of non-certification, and to account for Defendants' defenses on
8 the merits, to arrive at an estimated exposure of \$33,398.99.

9
10 v. Wage Statement Penalties: Plaintiff alleges that employees would have been entitled
11 to recover penalties for Defendants' failure to issue compliant wage statements under
12 California Labor Code §226(e). As a result of Defendants' alleged failure to provide
13 compliant wage statements each pay period, each aggrieved employee could recover up to a
14 maximum of a \$4,000.00 aggregate penalty pursuant to Labor Code §226(e), depending on
15 the number of pay periods she or he was issued a non-compliant wage statement. Prior to
16 mediation, Plaintiff's statistical expert calculated wage statement penalties to be
17 approximately \$234,100.00. Accordingly, Plaintiffs discounted the maximum exposure by
18 80% to arrive at an estimated exposure of \$46,820.00.

19
20 vi. Waiting Time Penalties: Plaintiff also alleges that he would have been entitled to
21 recover "waiting time penalties" for Defendants' failure to issue all earned wages immediately
22 upon termination or within 72 hours of resignation under California Labor Code §§ 201, 202
23 and 203. These penalties are derivative of the wage and hour claims. As a result of
24 Defendants' failure to pay all earned wages immediately upon termination or within 72 hours
25 of resignation, Plaintiff alleges that each former aggrieved employee could recover up to a
26 maximum of a 30-day penalty. Prior to mediation, Plaintiff's statistical expert calculated
27
28

1 waiting time penalties to be approximately \$822,066.66. Accordingly, Plaintiffs discounted
2 the maximum exposure by 90% to arrive at an estimated exposure of \$82,206.61.

3 **C) The Discount Applied Or Risk-Adjusted Value Of The PAGA Penalties:**

4 If Plaintiffs proceed to trial and ***assuming*** that he can prove Defendants' violation of each of
5 the Labor Codes as alleged in the Operative Complaint, then Plaintiff's statistical expert estimates
6 PAGA penalties prior to mediation to be approximately \$3,156,800.00. It would be unrealistic to
7 expect the Court to award the full amount in penalties given Defendants' defenses, the contested
8 nature of Plaintiff's claims, the discretionary nature of penalties, and ***Defendants' inability to pay***
9 ***based on produced tax records***. Considering that the claims are estimated to be \$979,636.69, such
10 a disproportionate award would also raise due process concerns. Weighing these factors, and
11 applying a discount of 99% to account for the risk and uncertainty of prevailing at trial to arrive at
12 an estimated exposure of \$31,568.00.
13

14 **D) The Total Risk-Adjusted Value Of All Claims, Or A Comparison Of The Gross**
15 **Settlement Amount As A Percentage Of The Maximum Total Value And Risk-**
16 **Adjusted Value.**

17 The Gross Settlement Amount of \$240,000.00 is approximately 5% of the Maximum Total
18 Value of the claims, which is estimated to be \$5,192,602.75. (This is by adding the Unpaid
19 Wages/off the clock \$148,999.65 + Split Shift \$1,588.72 + Meal Break Premium \$161,068.55 + Rest
20 Break Premium \$ 667,979.76 + Waiting Time Penalty \$822,066.66 + Wage Statement penalties
21 \$234,100.00 + PAGA Penalties \$ 3,156,800.00). Considering the risk and uncertainty of prevailing
22 at class certification and at trial, this is an excellent result for the Class. Indeed, because of the
23 proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of
24 an unfavorable judgment. While Plaintiff is confident in the merits of his claims, a legitimate
25 controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount of
26 wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.
27 More importantly, even proving each and every claim at trial, Plaintiff will not be able to collect on
28 the judgment because Defendants do not have the ability to pay.

1
2 **E) The Analysis Does Not Include A Discussion Of The Valuation Of The Split-Shift**
3 **Premiums Claim.**

4 Based on review of the payroll records, Plaintiff's economic expert calculated the split shift
5 at \$1,588.72.

6 **F) The Court Also Notes That Counsel Did Not Provide The Estimated Amount Of The**
7 **Average Individual Class Settlement Payment.**

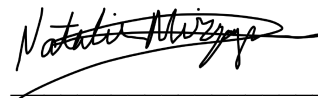
8 The average payment to Class Members, based on the estimated Net Settlement Amount is
9 estimated to be approximately **\$340** based on estimated 263 class members.

10 8. There is no fee-splitting arrangement with any other counsel.

11 9. There are no known conflicts of interest.

12 10. On October 9, 2025, I notified the Labor and Workforce Development Agency ("LWDA")
13 of the Preliminary Approval Hearing, which was continued to October 23, 2025, by electronically
14 submitting all of the documents submitted to this Court. Following the online submission to the
15 LWDA, I received an auto-reply e-mail from the LWDA's DIR PAGA Unit confirming receipt of
16 the online submission, which included the documents uploaded above. A true and correct copy is
17 attached hereto as **Exhibit "6"**.

18 I declare under penalty of perjury under the laws of the State of California that the
19 forgoing is true and correct this 9th day of October 2025 in the state of California.

20 

21 Natalie Mirzayan

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Mitchell vs. Thovan Hospitality, LLC

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2024-01377755-CU-OE-CXC

I certify that I am not a party to this cause. I certify that a true copy of the above Minute Order dated 08/14/25 has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 8/25/25. Following standard court practice the mailing will occur at Sacramento, California on 8/26/25.

O'HAGAN MEYER LLP
550 S HOPE STREET 2400
LOS ANGELES, CA 90071

Clerk of the Court, by: Louana Mendez, Deputy

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 08/14/25, was transmitted electronically by an Orange County Superior Court email server on August 25, 2025, at 11:24:10 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

MIRZAYAN LAW, APLC
MIRZAYANLAW@OUTLOOK.COM

O'HAGAN MEYER LLP
KDENBLEYKER@OHAGANMEYER.COM

Clerk of the Court, by: Louana Mendez, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 08/14/2025

TIME: 02:00:00 PM

DEPT: CX102

JUDICIAL OFFICER PRESIDING: Layne H. Melzer

CLERK: L. Mendez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: A. Condaras

CASE NO: **30-2024-01377755-CU-OE-CXC** CASE INIT.DATE: 02/07/2024

CASE TITLE: **Mitchell vs. Thovan Hospitality, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74605032

EVENT TYPE: Motion - Other

MOVING PARTY: Daniel Mitchell

CAUSAL DOCUMENT/DATE FILED: Motion - Other for preliminary approval of class action and paga settlement settlement, 07/08/2025

APPEARANCES

Tentative Ruling posted on the Internet.

There are no appearances by any party.

The Court confirms the tentative ruling as follows:

Plaintiff Daniel Mitchell's Motion for Preliminary approval of Class Action and PAGA Settlement is **CONTINUED to October 23, 2025, at 2:00 p.m. in Department CX102** in order to give Class Counsel an opportunity to address the issues identified below.

This is a putative wage-and-hour class action and PAGA matter. On February 7, 2024, Plaintiff Daniel Mitchell, individually and on behalf of all current and former similarly situated employees in the State of California ("Plaintiff"), filed a Class Action and Representative Action Complaint against Defendants Thovan Hospitality, LLC, Agnes Restaurant & Cheesry, Thomas Kalb, Vanessa Tilaka, and Allan Liao (together, "Defendant"). The Complaint asserts ten (10) causes of action for various violations of the Labor Code's wage-and-hour provisions, as well as conversion, injunctive relief, and unfair business practices.

On June 4, 2024, pursuant to stipulation and order, Plaintiff filed the operative First Amended Class Action and Representative Action Complaint ("FAC") adding claim for PAGA penalties. Defendants filed their Answer on June 18, 2024.

Defendants Thovan Hospitality and Agnes Restaurant were Plaintiff's employer, and Plaintiff worked as a Server at Agnes Restaurant from October 12, 2022, until February 10, 2023. It is alleged that Defendants Kalb, Tilaka, and Liao are directors and/or managing members of the entity Defendants. (FAC, ¶¶ 2, 5-15.)

On July 8, 2025, Plaintiff filed the current Motion for Preliminary Approval of Class Action and PAGA Settlement and submitted the Class Action and PAGA Settlement Agreement ("Settlement Agreement") and Class Notice for the Court's review. The Motion seeks preliminary approval of the parties' proposed

settlement for the non-reversionary Gross Settlement Amount of \$240,000.00.

The Court has identified several issues with the Settlement Agreement, Class Notice, and moving papers. Accordingly, the following issues must be addressed before preliminary approval can be granted:

1. In the Settlement Agreement, the parties provide for the Gross Settlement Amount to be funded in three (3) installments over a period of at least one (1) year, with: (a) the administration costs, litigation costs, and Class Representative Service Payment to be paid after the payment of the first installment; (b) the attorneys' fees and LWDA PAGA payment to be paid after the payment of the second installment; and (c) the Individual Class Payments and Individual PAGA Payments to be paid to Class Members and Aggrieved Employees after payment of the third installment. The Court finds the priority of payments from the Gross Settlement Amount to be problematic. The Settlement Agreement must be amended to state that the Individual Class Payment, Individual PAGA Payments, and LWDA PAGA payment will be paid after the first installment payment to fund the Gross Settlement Amount. The Settlement Agreement must also be amended to state that the Class Representative Service Payment, attorneys fees, litigation costs, and administration costs (in no particular order) will be paid from the second and third installment payments to fund the Gross Settlement Amount. In addition, the parties should consider whether it is possible for the full funding of the Gross Settlement Amount can occur in less than one (1) year so as to avoid any unnecessary delay in the required payments to the Class Members, Aggrieved Employees, the LWDA, Plaintiff, Class Counsel, and settlement administrator.

2. In the Settlement Agreement, the response deadlines for the submission of requests for exclusion, objections, and workweek disputes are inconsistent as stated in Paragraphs 7.4.4, 7.5.1, 7.6, and 7.7.2. The Settlement Agreement must state that the response deadline for the submission of objections is 45 days after the mailing of the Class Notice.

3. In the Settlement Agreement, the response deadline for the submission of requests for exclusion, objections, and workweek disputes after any re-mailing of Class Notices is unusually short. The Court prefers a response deadline of at least 30 days after the re-mailing of Class Notices.

4. In the Settlement Agreement, Paragraphs 7.5.5 and 9 are inconsistent regarding the percentage of Class Members opting out of the Settlement and thus giving Defendants the option of canceling or withdrawing from the Settlement. The Settlement Agreement must be revised so these provisions are consistent.

5. In the Settlement Agreement, it must state that the Court has final say on the authenticity and validity of opt out requests.

6. In Paragraph 3.2.2 of the Settlement Agreement, the parties must provide an actual monetary value for the maximum allowable amount of litigation costs to be paid from the Gross Settlement Amount.

7. In the Settlement Agreement, it should state that the settlement administrator will post the Settlement Agreement, Class Notice, preliminary and final approval orders, and Final Judgment on its website for a certain period of time.

8. In the Settlement Agreement, Paragraph 10.3 must state that the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3.769(h).

9. In the 5th paragraph on Page 1 of the Class Notice, the following language should be presented in **bold** font: "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."

10. Rather than have Class Members draft their own opt out requests, objections, and workweek disputes, the Class Notice should include separate Request for Exclusion, Objection, and Workweek Dispute Forms.

11. In Class Counsel's declaration, the valuation analysis is inadequate. Although counsel provides adequate discussion of defenses, counsel does not provide a maximum total value of the claims, the discounts applied or risk-adjusted values for each category of claims, the discount applied or risk-adjusted value of the PAGA penalties, the total risk-adjusted value of all claims, or a comparison of the Gross Settlement Amount as a percentage of the maximum total value and risk-adjusted value. The analysis does not include a discussion of the valuation of the split-shift premiums claim. The Court also notes that counsel did not provide the estimated amount

of the average individual class settlement payment. As a result, **the Court cannot determine if the Settlement is fair and reasonable.**

12. Class Counsel must attest as to whether there is a fee-splitting arrangement with any other counsel.

13. Class Counsel must attest as to whether there are any known conflicts of interest.

Class Counsel must also provide a revised Proposed Order with the following corrections and revisions:

1. The department number on the caption page should be "CX-102".
2. The Settlement Agreement must be identified by the ROA number of the declaration to which it is attached.
3. Paragraph 9 contains a reference to "Legends" as the payor of employer payroll taxes. There is no party to the Agreement with the name or partial name of "Legends". This must be corrected to reflect the correct name(s) of Defendant(s) responsible for paying the employer payroll taxes.
4. Must include a description of Defendants' installment funding of the Gross Settlement Amount.
5. Paragraph 19 should include an actual proposed date for the Final Approval hearing and the address of the courthouse. Also, the department number must be revised to "CX-102".
6. Must add a paragraph regarding the Court's continuing jurisdiction pursuant to CCP § 664.6 and CRC 3.769(h).

Regarding the attorneys' fees allowed under the Settlement Agreement, the Court reminds Class Counsel that although a determination regarding the amount of the attorneys' fees award will not be made until Final Approval, the Court is unlikely to approve attorneys' fees in excess of thirty percent (30%) of the Gross Settlement Amount absent unique circumstances. As a result, in the supplemental filing, Class Counsel should address whether any such unique circumstances exist in this litigation.

Class Counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide red-lined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a continuance.

Plaintiff is ordered to give notice of this Court's ruling, including to the LWDA, within five (5) calendar days, and file proof of service.

EXHIBIT 2

1 **ADDENDUM # 1 TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND**
2 **CLASS NOTICE**

3 This addendum is for the purpose of amending the Class Action and PAGA Settlement
4 Agreement (“Agreement”). This Addendum is hereafter referred to as (“Addendum to Agreement”)
5 previously entered into by and between Plaintiff DANIEL MITCHELL (“Plaintiff”), on behalf of
6 himself, the Class, the State of California, and Aggrieved Employees, and Defendants THOVAN
7 HOSPITALITY, LLC dba AGNES RESTAURANT & CHEESERY; THOMAS KALB; VANESSA
8 TILAKA; and ALLAN LIAO (“Defendants”). Defendants and Plaintiff are referred to as the
9 “Parties”.

10 WHEREAS, the Parties sought Preliminary Approval of Class and PAGA settlement on
11 August 14, 2025;

12 WHEREAS, the Parties hereby revised the Agreement and address the Court’s concerns
13 stated in the August 14, 2025 Minute Order, as described below:

14 NOW THEREFORE, in consideration of the promises contained in the Agreement, it is
15 agreed as follows:

16 1. The above-mentioned recitals are hereby incorporated into, and made part of, the
17 Agreement signed by the Parties on the following dates:

18 On June 2, 2025 by Plaintiff Daniel Mitchell.

19 On June 10, 2025 by Class Counsel Natalie Mirzayan, Esq.

20 On June 12, 2025 by the following:

- 21 • Vanessa Tilaka for Defendant Thovan Hospitality, LLC dba Agnes Restaurant &
22 Cheesery
- 23 • Vanessa Tilaka
- 24 • Thomas Kalb

25 On June 18, 2025 by the following:

- 26 • Allan Liao
- 27 • Janna Akers Defense Counsel

28 2. No further consideration, will be made, has been made, or been promised to be made
to Plaintiff or his counsel for the promises made by herein.

3 3. The Parties agree that Paragraph 3.2.2 is amended to read as follows:

1 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 40%, which is currently
2 estimated to be \$96,000. Defendants will not oppose requests for Court approval of this
3 payment provided that it does not exceed this amount. A Class Counsel Litigation
4 Expenses Payment for reasonable costs not to exceed \$45,000.00, subject to proof, and
5 provided that Plaintiff's/Class/PAGA Counsel submits a declaration substantiating the
6 costs. As part of the Final Approval motion, Plaintiff and/or Class Counsel will file an
7 application or motion for a Class Counsel Fees Payment and/or a Class Litigation Expenses
8 Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
9 Litigation Expenses Payment less than the amounts requested, the Administrator will
10 allocate the remainder to the Net Settlement Amount. Released Parties shall have no
11 liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
12 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
13 Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel
14 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
15 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
16 Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies
17 Defendants, from any dispute or controversy regarding any division or sharing of any of
18 these Payments.

12 4. The Parties agree that Paragraph 4.3 is amended to read as follows:

13 4.3 Funding of Gross Settlement Amount. Payors shall fully fund the Gross Settlement
14 Amount in two (2) equal installments, with the first installment occurring 30 days from
15 final approval or the appeals deadline on final approval, if there are any objections, and
16 the second installment occurring 6 months after the first installment payment.

16 4.4 Payments from the Gross Settlement Amount. Within 7 days after Payors make the first
17 payment to fund the Gross Settlement Amount, the Administrator will mail checks to (a)
18 Individual Class Payments; (b) Individual PAGA Payments; and (c) the LWDA PAGA
19 Payment. Within 7 days after the Payors make the second payment to fund the Gross
20 Settlement Amount, the Administrator will mail checks to (a) the Administration
21 Expenses Payment; (b) the Class Representative Service Payment, (c) Class Counsel
22 Fees Payment; and (d) the Class Counsel Litigation Expenses Payment.

21 5. The Parties agree that Paragraph 7.4.4, 7.5.1, 7.5.2, 7.6, and 7.7.2 are amended to read
22 as follow:

22 1.44 "Response Deadline" means 45 days after the Administrator mails a Notice to Class
23 Members and Aggrieved Employees, and shall be the last date on which Class Members
24 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
25 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets
are resent after having been returned undeliverable to the Administrator shall have an
additional 30 calendar days beyond the Response Deadline has expired.

26 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or
27 Pay Periods, and Requests for Exclusion will be extended an additional 30 days beyond
28 the 45 days otherwise provided in the Class Notice for all Class Members whose notice is
re-mailed. The Administrator will inform the Class Member of the extended deadline with

the re-mailed Class Notice.

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 30 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a signed letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 30 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at their own expense to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 30 days for Class Members whose Class Notice was re-mailed).

6. The Parties agree that Paragraph 7.8.1 is amended to read as follows:

7.8.1 Email Address, Toll-Free Number, and Posting. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails. The Administrator will post the Settlement Agreement, Class Notice, preliminary and final approval orders, and Final Judgment on its website for 180 days

1 following the Final Judgment.

2 7. The Parties agree that Paragraph 9 is amended to read as follows:

3 **9. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for
4 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
5 Defendants may, but are not obligated, elect to withdraw from the Settlement. The
6 Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no
7 force or effect whatsoever, and that neither Party will have any further obligation to
8 perform under this Agreement; provided, however, Payors will remain responsible for
9 paying all Settlement Administration Expenses incurred to that point. Defendants must
10 notify Class Counsel and the Court of its election to withdraw not later than 7 days after
11 the Administrator sends the final Exclusion List to Defense Counsel; late elections will
12 have no effect.

13 8. The Parties agree that Paragraph 10.3 is amended to read as follows:

14 **10.3 Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
15 Court shall retain jurisdiction over the Parties, Action and the Settlement solely for purposes of:
16 (i) interpreting, implementing, and enforcing this Agreement and/or Judgment; (ii) addressing
17 settlement administration matters; and (iii) addressing such post-Judgment matters as are permitted
18 by law pursuant to California Code of Civil Procedure section 664.6 and CRC 3.769(h).

19 9. Except as specifically stated in this Addendum, the provisions of the Class Action and
20 PAGA Settlement Agreement previously entered into by the Parties, shall remain in full force and
21 effect.

22 **SO AGREED AND STIPULATED:**

23
24 [SIGNATURES ON NEXT PAGE]
25
26
27
28

1 Dated: 01/10/2025
2


D. Mitchell (Oct 1, 2025 16:19:50 PDT)

Plaintiff Daniel Mitchell

3
4 Dated: _____

Vanessa Tilaka for:
Defendant Thovan Hospitality LLC dba Agnes
Restaurant & Cheesery

7
8 Dated: _____

Defendant Vanessa Tilaka

9
10 Dated: _____

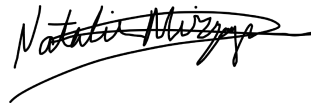
Defendant Thomas Kalb

11
12 Dated: _____

Defendant Allan Liao

13
14
15 Dated: October 10, 2025

MIRZAYAN LAW, APLC



18
19 Natalie Mirzayan
Attorney for Plaintiff, the Class, and Aggrieved
20 Employees

21 Dated: _____

O'HAGAN MEYER LLP

23
24
25 Kate Den Bleyker
26 Attorneys for Defendants
27
28

1 Dated: _____

2 Plaintiff Daniel Mitchell

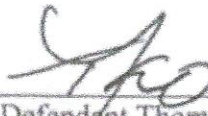
3
4 Dated: 10/7/25


5 Vanessa Tilaka for:
6 Defendant Thovan Hospitality LLC dba Agnes
7 Restaurant & Cheesery

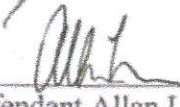
8 Dated: 10/7/25


9 Defendant Vanessa Tilaka

10 Dated: 10-7-2025


11 Defendant Thomas Kalb

12 Dated: 10/8/25


13 Defendant Allan Liao

14
15 Dated: _____

16 MIRZAYAN LAW, APLC

17
18
19 Natalie Mirzayan
20 Attorney for Plaintiff, the Class, and Aggrieved
21 Employees

22 Dated: 10-8-25

23 O'HAGAN MEYER LLP


24
25 Kate Den Bleyker
26 Attorneys for Defendants
27
28

EXHIBIT 3

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

Daniel Mitchell v. Thovan Hospitality, LLC et al.

Case No. 30-2024-01377755-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Thovan Hospitality, LLC dba Agnes Restaurant and Cheesery; Thomas Kalb; Vanessa Tilaka; and Allan Liao (collectively, “Agnes”) for alleged wage-and-hour violations. The Action was filed by former Agnes employee Daniel Mitchell (“Plaintiff”) who alleges Agnes violated various provision of the California Labor Code and seeks (1) unpaid sick leave; (2) accurate wage statements; (3) unpaid wages; (4) statutory penalties and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Agnes during the Class Period (February 7, 2020 to March 28, 2025.); and (2) penalties under the Labor Code Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Agnes during the PAGA Period (February 6, 2023 to March 28, 2025) (“Aggrieved Employees”). Agnes strongly denies the allegations in all respects and contends that it complied with governing law at all times. Agnes further maintains that the case was not suited for class certification and that it was not manageable for PAGA purposes.

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

Based on Agnes 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 Agnes 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 Agnes 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 either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. 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 Agnes to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Agnes. **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.**

If you worked for Agnes during the Class Period and/or the PAGA 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 and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Agnes.
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 Agnes, 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Agnes that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. Agnes 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. See Section 7 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Agnes employee. The Action accuses Agnes of violating California and municipal labor laws by failing to pay minimum and overtime wages, unlawfully taking employees tips and/or gratuities, failing to provide meal periods and rest breaks, failing to provide paid sick leave, failing to provide requisite wage notice, failing to provide wage statements, failing to pay all wages upon termination, failing to pay all wages during employment, and failing to keep accurate payroll records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by Natalie Mirzayan of Mirzayan APLC ("Class Counsel") in the Action.

Agnes strongly denies violating any laws or failing to pay any wages. Agnes contends that it complied with all governing laws at all times. Agnes sharply disputes that the case was properly suited for class certification, and it denies that the PAGA claim was manageable.

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

So far, the Court has made no determination whether Agnes violated any laws. In the meantime, Plaintiff and Agnes hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 Agnes 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, Agnes does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Agnes has 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 whether to finally approve the Settlement.

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

1. Agnes Will Pay \$240,000.00 as the Gross Settlement Amount (Gross Settlement). The Administrator of the account 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, the Court will enter Judgment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed (the “Effective Date”).

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:

- Up to \$96,000.00 (40% of the Gross Settlement) to Class Counsel for attorneys’ fees and for litigation expenses incurred by Class Counsel who have worked and incurred expenses on the Action without payment.
- Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- Up to \$8,500.00 to the Administrator for services administering the Settlement.
- Up to \$20,000.00 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 the Administrator receives the complete Gross Settlement amount and makes 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 Agnes are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Agnes 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 Agnes 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 Settlement, unless you notify the Administrator in writing, not later than **DATE**, 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 signed letter from you or your representative setting forth your name, present address, telephone number, and a simple signed 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 Agnes. 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 Agnes 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. Plaintiff and Agnes have agreed that, in either case, the Settlement will be void: Agnes will not pay any money and Class Members will not release any claims against Agnes.
8. Administrator. The Court has appointed a neutral company, **Apex Class Action, LLC** (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 Agnes has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Agnes or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] including but not limited to, any and all claims involving any alleged: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Pay Split-Shift Premiums; (4) Failure to Provide Meal Periods; (5) Failure to Authorize and Permit Rest Breaks; (6) Waiting Time Penalties; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unlawful Taking of Tips/Gratuities; (9) Failure to Provide Sick Leave; and (10) Failure to Provide Timely Wages. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Agnes has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Agnes, 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 Agnes 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 Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in Plaintiff's PAGA pleadings and the PAGA Notice, including but not limited to, any and all claims involving any alleged: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Pay Split-Shift Premiums; (4) Failure to Provide Meal Periods; (5) Failure to Authorize and Permit Rest Breaks; (6) Waiting Time Penalties; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unlawful Taking of Tips/Gratuities; (9) Failure to Provide Sick Leave; (10) Failure to Provide Timely Wages; (11) Failure to Provide Requisite Wage Notice; and (12) Violations of the Labor Code Private Attorneys General Act of 2004. Aggrieved Employees only release these claims for the duration of the PAGA Period.

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 \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and b) multiplying the result by the number of 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 Agnes records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, 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 Agnes calculation of Workweeks and/or Pay Periods based on Agnes 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 Agnes 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, check(s) 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 *Mitchell v. Thovan*, 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 **DATE**, 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 Agnes 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 a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating the amount Class Counsel is requesting for attorneys' fees, litigation expenses, and 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.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval 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 **DATE**. 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 *Mitchell v. Agnes* and include your name, current address, telephone number, and approximate dates of employment with Agnes 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 **DATE** at **TIME** in Department CX-102 of the Orange County Superior Court, located the Civil Complex Center at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, 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. 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 Court'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 Agnes and Plaintiff have promised to do under the proposed Settlement. If you have questions or would like additional information, you can telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Orange County Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, *Daniel Mitchell v. Thovan Hospitality, et al.*, Case No. 30-2024-01377755-CU-OE-CXC.

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

Class Counsel:

Natalie Mirzayan, Esq.

mirzayanlaw@outlook.com

Mirzayan Law, APLC

26632 Towne Center Drive, Suite 300

Foothill Ranch, CA 92610

Telephone: (949) 285-3550

Settlement Administrator:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

REQUEST FOR EXCLUSION FROM SETTLEMENT
AND EXCLUSION FROM INDIVIDUAL SETTLEMENT PAYMENT FORM

Daniel Mitchell v. Thovan Hospitality, LLC et al.
Case No. 30-2024-01377755-CU-OE-CXC
Orange County Superior Court

YOU MAY TIMELY SUBMIT THIS REQUEST FOR EXCLUSION *ONLY IF YOU DO NOT WISH TO BE INCLUDED IN THE SETTLEMENT* AND IF YOU *DO NOT WISH TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT*.

INSTRUCTIONS:

You must timely complete, sign, fax, email, or postmark this Request for Exclusion if you want to “opt-out” of the Settlement and do not want to receive an Individual Settlement Payment.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY):	_____
ADDRESS LINE 1	_____
ADDRESS LINE 2	_____
LAST FOUR DIGITS OF	_____
SOCIAL SECURITY NUMBER	_____
TELEPHONE NUMBER	_____

If you want to be excluded from the Settlement and not receive an Individual Settlement Payment, you must timely file this Request for Exclusion with **Apex Class Action, LLC** no later than **[INSERT DATE]**.

Absent good cause found by the Court, if you fail to timely complete and return this Request for Exclusion Form, you will be bound by the Settlement if the Settlement is approved by the Court.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2025

Signed: _____
[NAME]

OBJECTION FORM

DO NOT COMPLETE THIS FORM UNLESS YOU ARE OBJECTING TO THE SETTLEMENT.

Daniel Mitchell v. Thovan Hospitality, LLC et al.

Case No. 30-2024-01377755-CU-OE-CXC

Orange County Superior Court

IF YOU ARE OBJECTING TO THE SETTLEMENT, YOU MAY DO SO EITHER IN WRITING BY COMPLETING THIS OBJECTION FORM, OR ORALLY BY OFFERING YOUR COMMENTS AT THE FINAL APPROVAL HEARING EITHER IN PERSON OR THROUGH COUNSEL AT YOUR OWN EXPENSE.

INSTRUCTIONS:

If you want to be object to the Settlement in writing, you must timely complete, sign, fax, email, or postmark this Objection Form to **Apex Class Action, LLC** no later than **[INSERT DATE]**.

IDENTIFYING INFORMATION:

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY):

ADDRESS LINE 1

ADDRESS LINE 2

LAST FOUR DIGITS OF

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

Please state the specific reason(s) for the Objection and provide any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider:

You may withdraw their Objection at any time. If you submit an Objection, you will remain bound by the terms of the Settlement. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class member's objections.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2025

Signed: _____

[NAME]

WORKWEEK/PAY PERIOD DISPUTE FORM

DO NOT COMPLETE THIS FORM UNLESS YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS.

If you wish to dispute the Eligible Workweeks data listed, you must sign, fax, email, or postmark your dispute and provide all supporting information and/or documentation, if any, to the Administrator by _____. Check the box below ONLY if you wish to dispute the data listed in page 1:

☐ I wish to dispute the number of Workweeks/Pay Period listed in page 1. I believe the correct amount of my workweeks is _____. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Agnes' records and make a determination as to the validity of my dispute based upon Agnes' records as well as the records and information that I submit to the Administrator.

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST SIGN, FAX, EMAIL, OR POSTMARK, AND RETURN THIS FORM TO THE ADMINISTRATOR ON OR BEFORE _____.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2025

Signed: _____
[NAME]

EXHIBIT 4

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

Daniel Mitchell v. Thovan Hospitality, LLC et al.
Case No. 30-2024-01377755-CU-OE-CXC

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It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

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

Based on Agnes 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 Agnes 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 Agnes 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 either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. 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 Agnes to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Agnes. **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.**

If you worked for Agnes during the Class Period and/or the PAGA 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 and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Agnes.
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 Agnes, 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Agnes that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. Agnes 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. See Section 7 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Agnes employee. The Action accuses Agnes of violating California and municipal labor laws by failing to pay minimum and overtime wages, unlawfully taking employees tips and/or gratuities, failing to provide meal periods and rest breaks, failing to provide paid sick leave, failing to provide requisite wage notice, failing to provide wage statements, failing to pay all wages upon termination, failing to pay all wages during employment, and failing to keep accurate payroll records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by Natalie Mirzayan of Mirzayan APLC ("Class Counsel") in the Action.

Agnes strongly denies violating any laws or failing to pay any wages. Agnes contends that it complied with all governing laws at all times. Agnes sharply disputes that the case was properly suited for class certification, and it denies that the PAGA claim was manageable.

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

So far, the Court has made no determination whether Agnes violated any laws. In the meantime, Plaintiff and Agnes hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 Agnes 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, Agnes does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Agnes has 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 whether to finally approve the Settlement.

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

1. Agnes Will Pay \$240,000.00 as the Gross Settlement Amount (Gross Settlement). The Administrator of the account 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, the Court will enter Judgment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed (the “Effective Date”).

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:

- Up to \$96,000.00 (40% of the Gross Settlement) to Class Counsel for attorneys’ fees and for litigation expenses incurred by Class Counsel who have worked and incurred expenses on the Action without payment.
- Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- Up to \$8,500.00 to the Administrator for services administering the Settlement.
- Up to \$20,000.00 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 the Administrator receives the complete Gross Settlement amount and makes 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 Agnes are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Agnes 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 Agnes 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 Settlement, unless you notify the Administrator in writing, not later than **DATE**, 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 signed letter from you or your representative setting forth your name, present address, telephone number, and a simple signed 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 Agnes. 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 Agnes 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. Plaintiff and Agnes have agreed that, in either case, the Settlement will be void: Agnes will not pay any money and Class Members will not release any claims against Agnes.
8. Administrator. The Court has appointed a neutral company, **Apex Class Action, LLC** (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 Agnes has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Agnes or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] including but not limited to, any and all claims involving any alleged: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Pay Split-Shift Premiums; (4) Failure to Provide Meal Periods; (5) Failure to Authorize and Permit Rest Breaks; (6) Waiting Time Penalties; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unlawful Taking of Tips/Gratuities; (9) Failure to Provide Sick Leave; and (10) Failure to Provide Timely Wages. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Agnes has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Agnes, 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 Agnes 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 Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in Plaintiff's PAGA pleadings and the PAGA Notice, including but not limited to, any and all claims involving any alleged: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Pay Split-Shift Premiums; (4) Failure to Provide Meal Periods; (5) Failure to Authorize and Permit Rest Breaks; (6) Waiting Time Penalties; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unlawful Taking of Tips/Gratuities; (9) Failure to Provide Sick Leave; (10) Failure to Provide Timely Wages; (11) Failure to Provide Requisite Wage Notice; and (12) Violations of the Labor Code Private Attorneys General Act of 2004. Aggrieved Employees only release these claims for the duration of the PAGA Period.

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 \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and b) multiplying the result by the number of 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 Agnes records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, 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 Agnes calculation of Workweeks and/or Pay Periods based on Agnes 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 Agnes 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, check(s) 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 *Mitchell v. Thovan*, 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 **DATE**, 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 Agnes 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 a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating the amount Class Counsel is requesting for attorneys' fees, litigation expenses, and 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.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval 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 **DATE**. 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 *Mitchell v. Agnes* and include your name, current address, telephone number, and approximate dates of employment with Agnes 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 **DATE** at **TIME** in Department CX-102 of the Orange County Superior Court, located the Civil Complex Center at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, 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. 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 Court'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 Agnes and Plaintiff have promised to do under the proposed Settlement. If you have questions or would like additional information, you can telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Orange County Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, *Daniel Mitchell v. Thovan Hospitality, et al.*, Case No. 30-2024-01377755-CU-OE-CXC.

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

Class Counsel:

Natalie Mirzayan, ~~Esq.~~
mirzayanlaw@outlook.com
Mirzayan Law, APLC
26632 Towne Center Drive, Suite 300
Foothill Ranch, CA 92610
Telephone: (949) 285-3550

Settlement Administrator:

~~Name of Company:~~

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

**REQUEST FOR EXCLUSION FROM SETTLEMENT
AND EXCLUSION FROM INDIVIDUAL SETTLEMENT PAYMENT FORM**

Daniel Mitchell v. Thovan Hospitality, LLC et al.
Case No. 30-2024-01377755-CU-OE-CXC
Orange County Superior Court

YOU MAY TIMELY SUBMIT THIS REQUEST FOR EXCLUSION ONLY IF YOU DO NOT WISH TO BE INCLUDED IN THE SETTLEMENT AND IF YOU DO NOT WISH TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT.

INSTRUCTIONS:

You must timely complete, sign, fax, email, or postmark this Request for Exclusion if you want to “opt-out” of the Settlement and do not want to receive an Individual Settlement Payment.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY):

ADDRESS LINE 1

ADDRESS LINE 2

LAST FOUR DIGITS OF

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

If you want to be excluded from the Settlement and not receive an Individual Settlement Payment, you must timely file this Request for Exclusion with Apex Class Action, LLC no later than [INSERT DATE].

Absent good cause found by the Court, if you fail to timely complete and return this Request for Exclusion Form, you will be bound by the Settlement if the Settlement is approved by the Court.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2025

Signed: _____

[NAME]

OBJECTION FORM

DO NOT COMPLETE THIS FORM UNLESS YOU ARE OBJECTING TO THE SETTLEMENT.

Daniel Mitchell v. Thovan Hospitality, LLC et al.

Case No. 30-2024-01377755-CU-OE-CXC

Orange County Superior Court

IF YOU ARE OBJECTING TO THE SETTLEMENT, YOU MAY DO SO EITHER IN WRITING BY COMPLETING THIS OBJECTION FORM, OR ORALLY BY OFFERING YOUR COMMENTS AT THE FINAL APPROVAL HEARING EITHER IN PERSON OR THROUGH COUNSEL AT YOUR OWN EXPENSE.

INSTRUCTIONS:

If you want to be object to the Settlement in writing, you must timely complete, sign, fax, email, or postmark this Objection Form to **Apex Class Action, LLC** no later than **[INSERT DATE]**.

IDENTIFYING INFORMATION:

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY):

ADDRESS LINE 1

ADDRESS LINE 2

LAST FOUR DIGITS OF

SOCIAL SECURITY NUMBER

TELEPHONE NUMBER

Please state the specific reason(s) for the Objection and provide any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider:

You may withdraw their Objection at any time. If you submit an Objection, you will remain bound by the terms of the Settlement. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class member's objections.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2025

Signed:

[NAME]

WORKWEEK/PAY PERIOD DISPUTE FORM

DO NOT COMPLETE THIS FORM UNLESS YOU CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS.

If you wish to dispute the Eligible Workweeks data listed, you must sign, fax, email, or postmark your dispute and provide all supporting information and/or documentation, if any, to the Administrator by _____. Check the box below ONLY if you wish to dispute the data listed in page 1:

☐

I wish to dispute the number of Workweeks/Pay Period listed in page 1. I believe the correct amount of my workweeks is _____. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Agnes' records and make a determination as to the validity of my dispute based upon Agnes' records as well as the records and information that I submit to the Administrator.

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, YOU MUST SIGN, FAX, EMAIL, OR POSTMARK, AND RETURN THIS FORM TO THE ADMINISTRATOR ON OR BEFORE _____.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2025

Signed: _____
[NAME]

EXHIBIT 5

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**
10

11 DANIEL MITCHELL, individually and on
12 behalf of all current and former similarly situated
13 employees in the State of California,

14 Plaintiffs,

15 v.

16
17 THOVAN HOSPITALITY, LLC; AGNES
18 RESTAURANT & CHEESRY; THOMAS
19 KALB, an individual; VANESSA TILAKA, an
individual; ALLAN LIAO, an individual; and
DOES 1 to 50, inclusive,

20 Defendants.
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) CASE NO.: 30-2024-01377755-CU-OE-CXC

) ASSIGNED FOR ALL PURPOSES TO:

) Hon. Layne H. Melzer

) Dept.: CX-~~103~~102

) **Reservation Number: 74560426**

) Date: ~~August 14~~October 23, 2025

) Time: 2:00 p.m.

) Dept.: CX-~~103~~102

) **[PROPOSED] ORDER GRANTING**
) **PRELIMINARY APPROVAL OF**
) **CLASS ACTION AND PAGA**
) **SETTLEMENT AND FOR**
) **PROVISIONAL CLASS**
) **CERTIFICATION FOR SETTLEMENT**
) **PURPOSES ONLY**
)
)
)
)

On ~~August 14~~October 23, 2025, at 2:00 p.m., the Honorable Layne H. Melzer considered, Plaintiff DANIEL MITCHELL (“Plaintiff” or “Class Representative”), unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement and Provisional Class Certification for Settlement Purposes only, the Class Action and PAGA Settlement Agreement (“Agreement”), the Class Notice, and the documents submitted in support of this Motion. Having considered the Motion and all supporting legal authorities and documents, the Court orders as follows:

IT IS HEREBY ORDERED THAT:

1) This Order incorporates by reference the definitions in the Agreement, attached as Exhibit “1” to the Declaration of Natalie Mirzayan, ROA No. 94, and the Addendum # 1 to Class Action and PAGA Settlement Agreement and Class Notice, attached as Exhibit “1” to the Supplemental Declaration of Natalie Mirzayan, ROA No. _____, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement;

2) The Court GRANTS Preliminary Approval of the proposed Class Action Settlement in this Action;

3) For Settlement purposes only, the Court certifies the following Class:

All current and former non-exempt employees of Defendants in California who worked for Defendants during the Class Period.

4) For Settlement purposes only, the Court also GRANTS Preliminary Approval of the proposed PAGA Settlement in this Action on behalf of all “Aggrieved Employees”, defined as follows:
All current and former non-exempt employees of Defendants in California who worked for Defendants during the PAGA Period.

5) The Court preliminarily appoints Plaintiff DANIEL MITCHELL as the Class Representative, and Natalie Mirzayan of Mirzayan Law, APLC as Class Counsel;

6) The Court hereby preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Agreement. The Court finds that on a preliminary basis the Settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the Settlement amount is fair, adequate, and reasonable as to all potential Class Members and Aggrieved Employees when balanced against the probable outcome of further litigation relating to liability and damages issues.

1 It further appears to the Court that the Settlement at this time will avoid substantial prolonged and
2 costly litigation, as well as the risks that would be presented by further prosecution of the Action. It
3 further appears that the Settlement has been reached as the result of intensive, non-collusive, arms-
4 length negotiations utilizing a highly experienced third party neutral;

5 7) The Court approves, as to form and content, the Class Notice attached as Exhibit “A” to the
6 Agreement, which is attached to the Supplemental Declaration of Natalie Mirzayan-as, Exhibit “1”;

7 8) The Court directs the mailing of the Class Notice by first-class mail to the Class Members in
8 accordance with the schedule and procedure set forth in the Agreement and this Order. The Court
9 finds that the procedure meets the requirements of due process, provides the best notice practicable
10 under the circumstances, and constitutes due and sufficient notice to all persons entitled to notice;

11 9) The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount of Two Hundred and Forty Thousand Dollars and No Cents (\$240,000.00) for
13 the Settlement of all claims. The Gross Settlement Amount shall be used to pay for Individual Class
14 Payments, Individual PAGA Payments, the LWDA PAGA Payment, a portion of Class Counsel Fees
15 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and
16 the Administrator’s Expenses Payment. ~~Legends shall separately pay for any required employer~~

17 ~~payroll taxes and unemployment insurance obligations~~ Payors, Thovan Hospitality, LLC dba Agens
18 ~~Restaurant and Cheesery, Vanessa Tilaka and Thomas Kalb, Payors shall fully fund the Gross Settlement~~
19 ~~Amount in two (2) equal installments, with the first installment occurring 30 days from final approval~~
20 ~~or the appeals deadline on final approval, if there are any objections, the second installment occurring~~
21 ~~6 months after the first installment payment. Payors, shall separately pay for any required employer~~
22 ~~payroll taxes and unemployment insurance obligations. Within 7 days after Payors make the first~~
23 ~~payment to fund the Gross Settlement Amount, the Administrator will mail checks to (a) Individual~~
24 ~~Class Payments; (b) Individual PAGA Payments; and (c) the LWDA PAGA Payment. Within 7 days~~
25 ~~after the Payors make the second payment to fund the Gross Settlement Amount, the Administrator~~
26 ~~will mail checks to (a) the Administration Expenses Payment; (b) the Class Representative Service~~
27 ~~Payment, (c) Class Counsel Fees Payment; and (d) the Class Counsel Litigation Expenses Payment;~~

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2 10) The Court preliminarily approves the Class Representative Service Payment- of \$10,000.00
3 to be paid from the Gross Settlement Amount (“Class Representative Service Payment”);

4 11) The Court preliminarily approves an award of attorneys’ fees not to exceed Ninety Six
5 Thousand Dollars (\$96,000.00), and Litigation Expenses as supported by invoices to be paid from
6 the Common Settlement Fund;

7 12) The Court preliminarily approves the payment of Twenty Thousand Dollars (\$20,000.00)
8 from the Gross Settlement Amount to fully settle and resolve all PAGA penalty claims. Fifteen
9 Thousand Dollars (\$15,000.00), representing seventy-five percent (75%), to be paid to the Labor and
10 Workforce Development Agency (“LWDA”) of the State of California, and the remaining Five
11 Thousand Dollars \$5,000.00, which represents twenty-five percent (25%), to become part of the Net
12 Settlement Amount and distributed to the Aggrieved Employees on a pro-rata basis based on the total
13 number of PAGA Workweeks as described in the Agreement;

14 13) The Court confirms the appointment of Apex Class Action Administration (“Apex”) as the
15 settlement administrator and payment of the costs of administration of the Settlement in the amount
16 estimated not to exceed \$8,500.00 to be paid from the Gross Settlement Amount (“Administration
17 Expenses Payment”);

18 14) The Court directs Defendants to produce to the Administrator with the “Class Data” for
19 Class Members which contains identifying information in their possession including the Class
20 Member’s name, last-known mailing address, Social Security number, the dates of employment and
21 total number of Class Period Workweeks and PAGA Period Workweeks, and any other information
22 identified in the Agreement, within thirty (30) days after the Court grants preliminary approval of
23 this Settlement;

24 15) The Administrator shall mail, by U.S. first class mail, the Notice to Class Members no
25 later than seven (7) days of receipt of the Class Data from Defendant. The Administrator shall, no
26 later than fourteen (14) days prior to the date by which Plaintiff is required to file their Motion for
27 Final Approval of the Settlement, provide counsel for Defendant and Class Counsel with a
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1 declaration attesting to the completion of the Notice process, as set forth in the Agreement, including
2 an explanation of efforts to resend of any returned Notices, as well as the number of opt-outs,
3 objections and deficiencies which the Administrator received;

4 16) The deadline for submitting Requests for Exclusion from the settlement shall be forty-five
5 (45) calendar days from the date on which the Notice is mailed to Class Members;

6 17) The deadline to file written objections to the class settlement shall be forty-five (45)
7 calendar days after the date which the Notice is mailed to Class Members;

8 18) Class Counsel and Counsel for Defendant shall file any responses to any written objections
9 submitted to the Court at least five (5) court days before the Final Fairness and Approval Hearing;

10 19) The Fairness and Final Approval Hearing shall be held ~~with the Court on _____, in~~
11 Department CX-102 of the Orange County Superior Court of the State of California, located at 751
12 W Santa Ana Blvd, Santa Ana, CA 92701 ~~Court on _____ or _____~~ (approximately 120 days
13 following the Court's granting of preliminary approval of the class settlement, ~~at _____ a.m. in~~
14 ~~Department CX-105 of the above entitled Court~~), to determine (1) whether the proposed settlement
15 is fair, reasonable and adequate and should be finally approved by the Court; (2) the amount of
16 attorneys' fees and costs to award Class Counsel; (3) the amount of incentive award to the Class
17 Representatives; and (4) costs for class administration;

18 20) In the event the Settlement does not become effective in accordance with the terms of the
19 Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become
20 effective for any reasons, this Order shall be rendered null and void and shall be vacated, and the
21 Parties shall revert to their respective positions immediately prior to their agreement to settle. The
22 Parties will be free to assert any claim or defense that could have been asserted prior to their
23 agreement to settle;

24 21) The Court shall retain jurisdiction of this action pursuant to California Code of Civil
25 Procedure section 664.6 and CRC 3.769(h) for the purpose of interpreting, implementing, and
26 enforcing this Settlement consistent with the terms set forth herein.

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IT IS SO ORDERED.

Dated: _____

Honorable Layne H. Melzer