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Attorneys for Plaintiff,

JOSE I. SORIANO RODRIGUEZ, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

(UNLIMITED JURISDICTION)

JOSE I. SORIANO RODRIGUEZ, on behalf of
himself and all others similarly situated, and the
general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff(s),

vs.

EVENTS MANAGEMENT, INC. DBA
MCCALLS CATERING & EVENTS, a
California corporation; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: CGC-24-615022

*[Assigned for all purposes to The Honorable
Ethan P. Schulman, Dept. 304]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action filed: 5/28/2024
Hearing Date: 10/1/2025
Hearing Time: 1:30 p.m.
Hearing Dept: 304, Hon. Ethan P.
Schulman

1 Plaintiff Jose I. Soriano Rodriguez (“Plaintiff”) unopposed Motion for Preliminary
2 Approval of Joint Stipulation of Class Action and PAGA Settlement was scheduled for hearing
3 before the Court on October 1, 2025, at 1:30 p.m., before the Honorable Ethan P. Schulman,
4 Judge presiding.

5 The Court, having considered the First Amended Joint Stipulation of Class Action and
6 PAGA Settlement and Release (“Settlement”), executed by the Parties on September 11, 2025
7 and attached as Exhibit 9 to the Supplemental Declaration of Maralle Messrelian filed on
8 September 18, 2025, and the exhibits attached thereto; having considered Plaintiff’s Unopposed
9 Motion for Preliminary Approval of Class Action and PAGA Settlement, memorandum of
10 points and authorities, supporting declarations filed therewith, and good cause appearing
11 thereto, HEREBY ORDERS THE FOLLOWING:

12 1. The Court grants preliminary approval of the Settlement and the Class based
13 upon the terms set forth in the Settlement filed previously. All capitalized terms used herein
14 shall have the same meaning as defined in the Settlement. The Court has determined there is
15 sufficient evidence to suggest that (a) the terms of the Settlement might be fair, adequate, and
16 reasonable to the Class and (b) the Settlement falls within the range of reasonableness and
17 appears to be presumptively valid, subject only to any objections that may be raised at the final
18 hearing and final approval by this Court. The Court will make a determination at the Final
19 Approval Hearing of whether the Settlement is fair, adequate and reasonable to the Class.
20

21 2. For purposes of this Order, the Class is defined as follows:

22 The “Settlement Class” or “Class Member(s)” means all current and former non-
23 exempt, hourly paid employees who worked for Defendant Events Management, Inc.
24 dba McCalls Catering & Events in California at any time during the Class Period.
“Class Period” means the time from May 28, 2020 to June 10, 2025.

25 The Class is preliminarily certified for settlement purposes only.

26 3. The Court hereby preliminarily finds that the Settlement was the product of
27 serious, informed, non-collusive negotiations conducted at arm’s length by the Parties. In
28 making this preliminary finding, the Court considered the nature of the claims set forth in the

1 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the
2 allocation of Settlement proceeds to the Class, and the fact that the Settlement represents a
3 compromise of the Parties' respective positions. The Court further preliminarily finds that the
4 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
5 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
6 Settlement was entered into in good faith.

7 4. The Court finds that the dates set forth in the Settlement for mailing and emailing
8 (where email addresses are available) of the Class Notice meet the requirements of due process
9 and provide the best notice practicable under the circumstances, and constitute due and sufficient
10 notice to all persons entitled thereto, and directs the mailing and emailing (where email addresses
11 are available) of the Class Notice by first class mail and email (where email addresses are
12 available) to the Class as set forth in the Settlement. Accordingly, the Court orders the following
13 implementation schedule for further proceedings:
14

15 a. Within thirty (30) business days following the date of this Preliminary
16 Approval Order, Defendant shall provide ILYM Group Inc., the appointed Settlement
17 Administrator, the Class List with the following information about each Class Member: (1) full
18 name; (2) most recent mailing address and telephone number; (3) email address (where
19 available); (4) Social Security Number; (5) dates of employment; (5) the respective number of
20 Workweeks that each Class Member worked during the Class Period and the number of PAGA
21 Pay Periods worked during the PAGA Period.

22 b. Within ten (10) calendar days after the receipt of the Class List, the
23 Settlement Administrator shall be responsible for calculating the estimated payouts to the Class
24 Members assuming all Class Members participate in the Settlement.

25 c. Within ten (10) calendar days after the receipt of the Class List, the
26 Settlement Administrator shall mail the Class Notice to all Class Members pursuant to the terms
27 of the Settlement, by First Class regular U.S. mail and email (where email addresses are
28 available). Prior to mailing, the Settlement Administrator will perform a search based on the

1 National Change of Address Database for information to update and correct any known or
2 identifiable address changes.

3 d. Within sixty (60) calendar days following the mailing and emailing (where
4 email addresses are available) of the Class Notice, all requests to be excluded from the
5 Settlement must be returned to the Settlement Administrator via email or postmarked by U.S.
6 Mail, as set forth in the Settlement. Those Class Members who receive a re-mailed Class Notice,
7 will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the
8 Response Deadline, whichever is later, to submit a Request for Exclusion. The Settlement
9 Administrator shall file a declaration concurrently with the filing of any motion for final
10 approval of the Settlement authenticating a copy of every Request for Exclusion received by the
11 Settlement Administrator.

12 e. Within sixty (60) calendar days following the mailing and emailing (where
13 email addresses are available) of the Class Notice, all disputes concerning the calculation of
14 Individual Settlement Payments must be returned to the Settlement Administrator via email or
15 postmarked by U.S. Mail, as set forth in the Settlement. Those Class Members who receive a re-
16 mailed Class Notice, will have either (a) fifteen (15) calendar days from the date of re-mailing or
17 (b) until the Response Deadline, whichever is later, to submit a dispute. All disputes will be
18 decided within ten (10) business days after the Response Deadline. The Settlement Administrator
19 is the final decision maker for disputes regarding the calculation of individual settlement
20 payments. The Settlement Administrator will inform Class Member's of its final determination.

21 f. Within sixty (60) calendar days following the mailing and emailing (where
22 email addresses are available) of the Class Notice, all written objections to the Settlement should
23 be mailed or emailed to the Settlement Administrator and should state the basis for the objection.
24 Those Class Members who receive a re-mailed Class Notice, will have either (a) fifteen (15)
25 calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later,
26 to submit an objection to the Settlement. The Settlement Administrator shall forward a copy of
27 the objection to counsel for the parties within two (2) business days of receipt. The Settlement
28

1 Administrator shall file a declaration concurrently with the filing of any motion for final
2 approval of the Settlement authenticating a copy of every Notice of Objection received by the
3 Settlement Administrator. The Court will consider any written or oral objections or comments
4 from Class Members at the time of the Final Approval Hearing, as set forth in the Class Notice.
5 Class Members may appear at the final approval hearing to be heard on their objections, even if
6 they have not previously served a written objection.

7 5. The Court approves, as to form and content, the Notice of Class Action and
8 PAGA Settlement, attached as **Exhibit A** to this Order. The Court also approves the procedure
9 for members of the Class to object to the Settlement set forth in the Class Notice.

10 6. The Court approves, for settlement purposes only, Maralle Messrelian of MM
11 Law, APC as Class Counsel.

12 7. The Court approves, for settlement purposes only, Plaintiff Jose I. Soriano
13 Rodriguez as the Class Representative.

14 8. The Court approves ILYM Group, Inc. as the Settlement Administrator and orders
15 ILYM Group, Inc. to perform the duties described in Paragraph 4 and its subparts.

16 9. A Final Approval Hearing shall be held at _____ a.m./p.m. on _____,
17 2026 in Department 304 of the Superior Court for the State of California, County of San
18 Francisco, located at 400 McAllister St., San Francisco, CA 94102, to consider the fairness,
19 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order,
20 and to consider the application of Class Counsel for an award of reasonable attorneys' fees and
21 costs incurred and the Class Representative Enhancement Payment. All briefs and materials in
22 support of the Motion for an Order of Final Approval and Judgment and Application for
23 Attorneys' Fees and Costs shall be filed with this Court sixteen (16) court days prior to the final
24 approval hearing.

25 10. If for any reason the Court does not execute and file an Order of Final Approval
26 and Judgment, or if the Final Effective Date, as defined in the Settlement, does not occur for any
27 reason, the proposed Settlement that is the subject of this Order, and all evidence and
28

proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

11 The Court expressly reserves the right to adjourn or continue the Fairness Hearing from time to time without further notice to members of the Class. The Settlement Administrator shall give prompt notice of any continuance to Class Members who object to the Settlement.

IT IS SO ORDERED.

Date: _____, 2025

Honorable Ethan P. Schulman
Judge of the San Francisco Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jose I. Soriano Rodriguez v. Events Management, Inc. dba McCalls Catering & Events

SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO, Case No. CGC-24-615022

To: All current and former non-exempt, hourly paid employees who worked for Defendant Events Management, Inc. dba McCalls Catering & Events (“Defendant” or “McCalls”) in California at any time during the Class Period (May 28, 2020 to June 10, 2025) (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly paid employees in California at any time during the PAGA Period (March 14, 2023 to June 10, 2025) (“PAGA Members”).

Name

Address

***YOU ARE NOT BEING SUED. THIS NOTICE MAY AFFECTS YOUR RIGHTS.
PLEASE READ IT CAREFULLY***

What is a Class Action?

In a class action lawsuit, a person called a class representative sues on behalf of people who have similar claims. The people with similar claims are called class members and together they make up the class. In a class action, one court resolves the issues for all class members, except for those who choose to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case and the class member may not file a new lawsuit regarding the same claims that were decided in the class action, unless that person excludes themselves from the class.

What is a PAGA Action?

A PAGA (“Private Attorneys General Act”) action is a lawsuit brought on behalf of the State of California for alleged Labor Code violations at work. It seeks penalties from the employer. If money is recovered, it is shared between the State and the affected employees. You are automatically included in the PAGA part of the case and cannot opt out. The PAGA action does not resolve any separate individual claims you may have.

On [REDACTED], the Honorable Ethan P. Schulman of the San Francisco County Superior Court granted preliminary approval of this class action and PAGA settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] :00 .m. on [REDACTED], 2025 in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes. Any Class Members who submit timely written objections shall receive notice if the Final Fairness Hearing is continued.

If you move, you must send the Settlement Administrator your new address; otherwise, you may not receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

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 deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, from the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
Written Objections Must be Submitted by [DATE]	
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 304 of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, CA 94102. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Should you wish to appear at the Final Approval Hearing remotely, contact Plaintiff's counsel (contact information found on page 7 of this Notice), who can make the necessary arrangements in accordance with the Court's procedures. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Jose I. Soriano Rodriguez, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant, through their attorneys, and following participation in mediation before experienced wage-and-hour mediator Jason Marsili, Esq.,

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, Maralle Messrelan, Esq. of MM Law, APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

McCalls denies all of Plaintiff's allegations and specifically denies that it violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement, means that McCalls admits any fault, guilt, negligence, wrongdoing or liability whatsoever. There has been no finding of any wrongdoing by McCalls. McCalls wishes to settle in order to avoid the costs, time, and disruption caused by litigation.

Summary of The Proposed Settlement Terms

Settlement Amount. McCalls has agreed to pay the amount of \$850,000 (the "Gross Settlement Amount") to fully resolve the claims against it in the Action. The Gross Settlement Amount includes all settlement payments to the Settlement Class Members, Class Counsel's attorney's fees, litigation costs and expenses, the PAGA Penalties, the Settlement Administration Expenses, and the Class Representative Enhancement Payment, as outlined below.

- **Settlement Administration Expenses.** Payment to the Settlement Administrator, not to exceed \$10,100, for the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion submitted by Class Members, Objections to the Settlement submitted by Settlement Class Members, calculating Individual Settlement Shares, and distributing settlement payments.
- **Attorney's Fees and Litigation Costs and Expenses.** Payment to Court-approved Class Counsel of reasonable attorney's fees in an amount not to exceed 1/3 (33.33%) of the Gross Settlement Amount (i.e., \$283,333.33) as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for actual litigation expenses and costs actually incurred in connection with the Action not to exceed \$12,500 ("Attorneys' Fees and Costs"). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Class Representative Enhancement Payment to Plaintiff Jose I. Soriano Rodriguez .** A service award not to exceed \$10,000 to Plaintiff Jose I. Soriano Rodriguez to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for his general release of claims. This payment is in addition to whatever payments Plaintiff is otherwise entitled to as a Settlement Class Member.
- **PAGA Penalties.** A payment of \$50,000 for settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") allocated as follows: Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500) will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will be paid to PAGA Members.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

After deducting the above payments, a total of approximately \$496,566.67 will be allocated to Class Members who do not opt out of the Settlement Class (“Net Settlement Fund”). Additionally, all PAGA Members will receive a proportional share of the \$12,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from May 28, 2020 to June 10, 2025 (“Class Period”) and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member’s estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s share of the Net Settlement Fund will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member’s share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from March 14, 2023 to June 10, 2025 (“PAGA Period”) and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member’s estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the “PAGA Pay Period Value.” Each PAGA Member’s share of the PAGA Fund will be calculated by multiplying each individual PAGA Member’s total number of Pay Periods by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant’s records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Total Payment: Based on the above, your estimated payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or emailed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o [REDACTED]
Email: [REDACTED]

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise. The Settlement Administrator is the final decision maker for disputes regarding the calculation of individual settlement payments. The Settlement Administrator will inform Class Member’s of its final determination.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Class Action Settlement

Option 1 – Automatically Receive a Payment from the Class Action Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: Any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted in the Complaint based on claimed conduct during the Class Period, or that could have been asserted based on any of the facts, events, acts, omissions, or failures to act alleged in the Operative Complaint that occurred during the Class Period (the “Released Class Claims”). The Released Class Claims specifically include claims for: (1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay; (2) Failure to Provide Required Rest Breaks; (3) Failure to Provide Meal Periods; (4) Failure to Indemnify; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay Wages Owed Every Pay Period; (7) Failure to Pay Wages When Employment Ends; and (8) Unfair Competition. The specific statutes released include the following (though this list does not narrow the scope of the release described above and below): Labor Code §§ 201, 202, 203, 204, 226, 226.7, 353, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, and 2699.5; the applicable IWC Wage Orders, including No. 5-2001; California Code of Regulations, Title 8, section 11050; and Business & Professions Code § 17200, *et. seq.* The Released Claims exclude claims for workers’ compensation benefits, unemployment insurance benefits, pension or retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, Class Claims outside the Class Period and any other claim or right that as a matter of law cannot be waived or released.

Released PAGA Claims: Any and all claims, demands, rights, liabilities and causes of action under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the same facts alleged in the operative Complaint, or were asserted in the Plaintiff’s March 14, 2024 Notice Letter to the LWDA (the “PAGA Notice”), and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

Option 2 – Opt Out of the Class Action Settlement

If you do not wish to participate in the class action settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and email or mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

Email: _____

The Request for Exclusion must be postmarked or emailed not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or emailed by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not receive a payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims and will receive a payment from the PAGA Fund.

Option 3 – Object to the Class Action Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Final Fairness Hearing. The objection may be emailed or mailed to the administrator at [administrator's address/email address].

All written objections must be received by the administrator by no later than _____ 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the final fairness hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims.

Please note that you cannot object to the PAGA portion of the settlement.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case.

For the settlement's complete terms and conditions, please consult the detailed First Amended Joint Stipulation of Class Action Agreement which is attached as Exhibit 1 to the Supplemental Declaration of Maralle Messrelian in support of the Motion for Preliminary Approval of Class Action Settlement filed on [date of filing]. The settlement documents and other

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

pleadings and documents on file with the Court may be viewed electronically on the Settlement Administrator's website at [insert website name]. You can also access the San Francisco County Superior Court's Online Services at <https://sf.courts.ca.gov/online-services/case-information> (choose Civil Case Query and click Access Now – enter the case number [Case No. CGC-24-615022] or case name [Case Name: *Jose Soriano Rodriguez v. Events Management, Inc. d/b/a McCalls Catering & Events*], complete any security check, select the case, and open Register of Actions to see filings and hearing dates) or by visiting the Clerk's Office at the San Francisco County Superior Court, 400 McAllister St., San Francisco, CA 94102, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

All other inquiries by Class Members regarding this Class Notice and/or the Settlement can be directed to the Settlement Administrator, ILYM Group, Inc., toll free at 1-***-***-****.

In addition, contact information for Class Counsel, as well as Defendant's attorneys, are as follows:

<u>Counsel for the Class and Plaintiff</u>	<u>Counsel for Defendant Mccalls Catering & Events</u>
Maralle Messrelian MM LAW, APC 500 N. Brand Blvd., Suite 2000 Glendale, California 91203 Telephone: (818) 810-7747	Michael D. Bruno / Rachel Wintterle GORDON REES SCULLY MANSUKHANI, LLP 315 Pacific Avenue San Francisco, California 94111 Telephone: (415) 986-5900

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******