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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN – STOCKTON COURTHOUSE

YAZMEN HAWTHORNE, individually
and as a representative of other aggrieved
employees,

Plaintiff,

vs.

LAS CASUELAS RESTAURANTS, INC.,
a California corporation; MEMO'S
COCINA & TEQUILLA BAR, INC., and
DOES 1-10, Inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-16273

Honorable Blanca Banuelos

CLASS ACTION

DECLARATION OF BRENT S. BUCHSBAUM

Dept.: 10B

Action Filed: 11/20/2024

DECLARATION OF BRENT S. BUCHSBAUM

I, Brent S. Buchsbaum, declare as follows:

1. I am an attorney at law, duly licensed to practice law in all of the Courts in the State of California, and I am a partner of Buchsbaum & Haag, LLP, the law firm that represents Plaintiffs and the putative class. I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them.

2. I obtained my law degree from the University of San Diego School of Law in 1997, and began practicing employment law, representing employees, in 1998.

3. For the last 25 years, I have worked almost exclusively in the area of employment law, and have litigated hundreds of disputes involving alleged wage and hour violations, including claims for meal periods, rest periods, waiting time penalties, unreimbursed business expenses, and unpaid overtime.

5. I have represented plaintiffs in a wide variety of employment disputes, and have obtained a jury verdict in excess of 1 million dollars in a widely publicized case, *Carter Stephens v. City Of Pasadena*, which involved racial discrimination in a City Fire Department. In connection with this, I was nominated as Trial Lawyer of the Year by the Consumer Attorney Association of Los Angeles.

6. Thomson & Reuters has named me a "Superlawyer" in the area of Employment Law for 2011-2024.

7. My firm is actively involved in class action litigation, and we are currently litigating more than 20 class and/or PAGA representative lawsuits. Within the last 5 years alone, I was approved as class counsel in a 2.25 million wage and hour settlement in the case of *Gray v. Hyatt Corporation* (23STCV02164) a \$1.9 million wage and hour settlement in the case of *Philip Hughes v. Pattern* (CIVSB2207056); a \$1.9 million wage and hour settlement in a Federal District Court class Action, *Diaz v. Solar Turbines* (3:20-cv-01156-WQH-KSC); a \$900,000 wage and hour settlement in LASC (*Hill v. Wash Laundry*, BC 557047). That case, which involved almost 400 class members, primarily centered around allegations that delivery drivers were denied meal periods and overtime. I was approved as class counsel in the case of

1 **McCombs v. Robertson Ready Mix** (19STCV33829), which was a prevailing wage overtime
2 case that settled for \$970,000. I was approved as class counsel in a Federal District Court case,
3 **Charles v. Airgas** (2: 18cv-1937-JGB-SHK), which was settled for \$1,300,000. I was
4 approved as class counsel in a \$1,200,000 class action settlement involving wage and hour
5 record keeping violations in the case of **Hardin v. Gensler** (BC646526). I was approved as
6 class counsel in a \$250,000 wage and hour class action settlement in the Orange County
7 Superior Court (**Bonaparte v. Career Connections Staffing**, 30-2014-00725886). That was a
8 misclassification case, with derivative claims for unpaid overtime and meal period premiums. I
9 was approved as class counsel in a \$1,700,000 wage and hour settlement in **Cambero v. TFC**
10 (**BC 689221**). The Los Angeles County Superior Court approved me as Class Counsel for two
11 certified subclasses in **Nichols v. Pacific Wine Distributors** (**BC525954**) and Final Approval
12 was granted in that case for a settlement of \$300,000. The San Bernardino County Superior
13 Court recently appointed me as class counsel in a \$364,000 class action settlement in **Clemann**
14 **v. Victoria Development Company** (CIVDS1414968). I was approved in Los Angeles County
15 Superior Court, in Department 310, in the case of **Figueroa v. S&S Petroleum** (BC557369),
16 which was a \$250,000 wage and hour class action settlement, and also in Department 307 in a
17 wage and hour class action in **Beaver v. Roadrunner** (BC603585) for \$220,000. I was
18 approved as class counsel in **Mirasol v. Emcore** (BC604058), which was another wage and hour
19 class action settlement that was approved for \$300,000. I was lead trial counsel in a "PAGA
20 only" settlement in **Faller v. Ernst & Young, US, LLP** (BC 604058), which was approved for
21 \$500,000. I was approved by the San Bernardino County Superior Court as class counsel in a
22 \$455,000 meal period wage and hour class action in **Griffin v. ERRG** (CIVDS 1610157). I was
23 approved as class counsel in a \$965,000 wage and hour case in the Orange County Superior
24 Court in **Orr v. Safestep** (30-2017-0094692-CU-OE-CXC) I was the lead trial counsel or co-
25 lead trial counsel in each of these cases, and personally negotiated settlements in each of these
26 cases. The fees awarded in almost all of these cases were 33.3 percent of the gross fund, which
27 we believe is the appropriate market rate.
28

1 8. I am an active member of the California Employment Lawyers Association
2 ("CELA") for many years, and am also a member of the Los Angeles County Bar Association
3 Employment Law Section. I have been lead trial counsel on over 1000 employment law cases,
4 and at least half of those have included a wage and hour component. I've also been retained and
5 testified as an expert in the area of employment litigation.

6 9. On June 10, 2024, Plaintiff commenced this Action by filing a Complaint
7 alleging individual claims for sexual harassment, gender discrimination, failure to prevent
8 harassment and discrimination, constructive discharge in violation of public policy, failure to
9 provide proper meal periods, failure to provide proper rest periods, failure to provide proper
10 wage statements and failure to timely pay wages upon termination. On December 2, 2024, a
11 First Amended Complaint ("FAC") was filed additionally alleging violations under the Private
12 Attorney General Act ("PAGA"), pending before the court *Yazmen Hawthorne v. Las*
13 *Casuelas Restaurants, Inc.*, Superior Court Case No. STK-CV-UOE-2024-0006868 (the
14 "PAGA Action"). On November 20, 2024, a Class Action Complaint was filed and pending
15 before the court as *Yazmen Hawthorne v. Las Casuelas Restaurants, Inc., a California*
16 *Corporation and Memo's Cocina & Tequila Bar, Inc.*, San Joaquin County Superior Court
17 Case No. STK-CV-UOE-2024-0016273 (the "Class Action"). The Class Action contains
18 causes of action against THE RESTAURANTS for (1) Unpaid Overtime; (2) Unpaid
19 Minimum Wages; (3) Meal Period Violations; (4) Rest Period Violations; (5) Waiting Time
20 Penalties under Labor Code Section 203; (6) Wage Statement Penalties; and (7) Unfair
21 Business Practices. On January 17, 2025, a Joint Stipulation and Order to Consolidate
22 Actions ("Stipulation") was filed by both Parties, the lead case is now the PAGA Action (the
23 "Operative Complaint.").

10. This is a wage and hour class action arising out of plaintiff's former employment as a busser and hostess at the Las Casuelas Restaurant in Mantec, California. The class consists of non-exempt employees who worked at a number of Las Casuelas Restaurants in the Central Valley, including Modesto (2 locations), Ripon and Turlock.¹ The Defendants indicate that there are approximately 814 class members.

11. The parties shared the services of a data analysis firm to review a statistically significant percentage of the class members' time and corresponding time records to assess exposure. It is clear from the time records that the Defendant used rounding practices to pay its workers. That is, the employees were not paid based on their actual punch times, which were entered electronically, but rather were paid approximately what they were owed—rounded up or down to some fraction of an hour.

12. In California, the practice of rounding is on very shaky footing. At one time there was some support for neutral rounding, meaning that the rounding system worked both in favor of the employer and employee in roughly equal parts. However, over the last several years, even the concept of neutral rounding appears on its last legs. First, the California Supreme Court in *Troester v. Starbucks* (2018) 5 Cal.5th 829, held that the federal "de minimis rule" did not apply in California, which has a policy of requiring compensation for all work performed, even if "off the clock" work may have only amounted to a few minutes.

13. A few years later, in *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, the Court held that "employers cannot engage in the practice of rounding time punches, that is, adjusting the hours that an employee actually worked to the nearest preset time increment—in the meal period context." While the issue of rounding the start and stop times of the workday was not before the court in *Donohue*, and was not explicitly ruled upon, any employer who continued to round after *Donohue* was taking a substantial risk.

¹ Memo's Cocina & Tequila Bar, which is a related entity with an upscale location locations in Turlock is also a Defendant

1 14. Following these two Supreme Court decisions, a Home Depot employee filed a
2 lawsuit contending that the company's general rounding practices were unlawful. In *Camp v.*
3 *Home Depot USA* (2022) 84 Cal.App.5th 638, the Court seemed to nail the coffin on rounding:

4 “Under the guidance and direction of *Troester* and *Donohue* which we must follow as
5 an intermediate court, if an employer, as in this case, can capture and has captured the exact
6 amount of time an employee has worked during a shift, the employer must pay the employee
7 for “all the time” worked.”

8 15. The California Supreme Court has now granted review in *Camp*, presumably to
9 provide final clarity on the issue of rounding in California. As a result, there was a layer of
10 uncertainty overhanging the case, which both parties had to factor in to assess risk.

11 16. That said, the analysis conducted on the time records did not even show neutral
12 rounding practices. The sampled records, extrapolated to the class, determined that there were
13 1620 underpaid hours as a result of rounding, but only 214 overpaid hours. That is, the rounding
14 heavily favored the employer, resulting in employees, on a fairly routine basis, not being paid for
15 all their work. The expert determined that, including interest, there was approximately \$27,800 in
16 unpaid wages. There were ancillary claims related to the unpaid wages, such as PAGA penalties
17 and waiting time penalties, which lead to much larger overall exposure.

18 17. One of the issues created by not paying employees based on their clocked hours,
19 but rather through approximations of their working hours, is that the hours that end up on
20 employee paystubs are consistently, modestly wrong. This is a problem, because Labor Code
21 §226(a) states the following:

22 “An employer, semimonthly or at the time of each payment of wages, shall furnish to their
23 employee, either as a detachable part of the check, draft, or voucher paying the employee's wages,
24 or separately if wages are paid by personal check or cash, an *accurate itemized statement* in
25 writing showing (1) gross wages earned, (2) *total hours worked* by the employee. . .”

26 18. Here, the paystubs show manifestly inaccurate information about the number of
27 hours the employee worked during the pay period. The paystubs are relatively accurate—but what
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1 good is relative accuracy if you are an employee and want to make sure you are being paid for *all*
2 your time. Indeed, even the few employees who were *overpaid* received inaccurate paystubs.

3 19. The expert determined that approximately 441 employees were impacted during
4 the statutory period for a wage statement claim, and that the cumulative penalty amounted to
5 \$1,401,315.

6 20. That said, a claim under Labor Code §226 requires “knowing and intentional”
7 violations of the statute, and given some of the uncertainty surrounding rounding in California, this
8 was likely going to be a difficult claim to prove. We viewed the settlement value of this claim,
9 given the attendant risk, of being no more than \$140,000.

10 21. The analysis also found an overtime problem. It appears that the Defendant was
11 compensating some employees on a 4/10 workweek, without having an approved alternative
12 workweek schedule. The expert found \$58,594 in unpaid overtime, plus \$10,046 as interest, or a
13 total of \$68,640 in liability.

14 22. The meal periods were another problem for the Defendant. These restaurants are
15 busy and the workers were not always allowed to just abandon their area of the restaurant and
16 leave the premises to go for a 30 minute walk or to have lunch elsewhere. The analysis showed
17 that there were many late first meal periods (after the 5-hour mark), amounting to \$106,699 in
18 damages. However, the bigger issue has to do with shifts between 5 and 6 hours where the meal
19 period was missed entirely. That results in potential exposure of \$1,342,570. Had the shift been
20 under 6 hours, it was possible to have the employees sign a meal period waiver, but we have no
21 reason to believe waivers exist—although perhaps they have been adopted recently. Even if there
22 were waivers, there are many shifts over 6 hours with no meal periods recorded, amounting to
23 \$496,354 in unpaid premiums. Finally, there is approximately \$150,000 in additional exposure
24 related to the second meal period and short meal periods.

25 23. However, proving when meal periods were deprived rather than just skipped
26 voluntarily was a serious challenge to class certification, as it risked raising many individualized
27 inquiries. Moreover, it was likely going to be very difficult for class members to identify which
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1 shifts they may have skipped meals voluntarily and which were due to a lack of opportunity.

2 Given this uncertainty, we viewed the value of the meal period claim as approximately \$100,000.

3 24. The Defendant had an unusual practice related to rest periods. The records reveal
4 that the Defendant had employees clocking in and out for rest periods. One can speculate that this
5 was seen as desirable, because when an employee took a long rest period, such as 18 minutes, a
6 total of 8 minutes was deducted from the employee's working hours. Had there been no recording
7 of the rest break, the employee would have been compensated for the duration of the rest period,
8 even if the rest period might have extended a bit beyond the statutorily required 10 minutes.

9 25. The dilemma this presents, however, is that many of the shifts show no rest period
10 at all. Indeed, the total exposure for missed rest periods is \$1,317,947. In the course of our
11 informal discovery, we have been presented with an Employee Handbook, dated August of 2024,
12 but nothing preceding this. The absence of a Handbook during most of the statutory period may
13 well have been the source of many of these issues. The rules regarding rest periods, in particular,
14 are somewhat complicated and generally not well understood by employees, particularly young
15 workers in a restaurant environment.

16 26. That said, ordinarily rest periods are not clocked for non-exempt employees, and
17 there was some evidence of inconsistent practices between the restaurants. Many of the workers
18 took rest breaks but did not clock out, and sorting out when that happened and when a rest break
19 was deprived was, like the meal period claim, a serious threat to class certification, as it was likely
20 to raise complicated and individualized inquiries. As a result, we valued the rest period claim at
21 approximately \$50,000.

22 27. The various underpayments—rounding related, overtime, unpaid rest premiums,
23 unpaid meal premiums—all potentially trigger a waiting time penalty under Labor Code §203.
24 Based on an average wage of just over \$15 per hour, and an average shift of 5.8 hours, the
25 cumulative waiting time penalty for approximately 500 former employees amounts to \$1,401,315.
26 However, all of the triggers for the waiting time penalty claim were associated with a potential
27 good faith defense, so we valued it at only \$50,000.
28

1 28. All of these various issues trigger PAGA penalties. The total PAGA penalty
2 exposure is \$4,031,300, but that involves stacking penalties for various violations. However, even
3 if you remove stacking, the PAGA penalty for 451 employees impacted by the wage statement
4 violations amounts to \$1,467,800 all by itself. However, we viewed the likelihood of the Court
5 using its discretion to reduce these penalties, particularly if statutory penalties on the same
6 violation were already provided, as substantial. The settlement value of the PAGA claim was
7 approximately 10% of the gross exposure, or \$145,000.

8 29. While the gross theoretical exposure on all these claims amounted to several
9 million dollars, once liability and certification risks were factored into the equation, plus the
10 Defendant's limited resources as a small restaurant chain, the settlement amount of \$478,225 was
11 very reasonable.

12 30. I thoroughly investigated and researched the Class claims, as well as the
13 representative PAGA claims, and their theories of liability, their defenses, and the developing
14 body of law before the Settlement. The comprehensive investigation included the exchange of
15 documents and statistical information with Defendant, as well as interviews with Plaintiff and
16 several witnesses regarding the pay practices at issue. I also obtained a statistically significant
17 sampling of class pay data. There were also numerous discussions with Defense Counsel
18 regarding the merits and potential legal defenses. Plaintiff received, among other things, the
19 following information: (1) data and documents relevant to Class-wide liability ("Class Data") in
20 support of our investigation and evaluation of Class claims; (2) employee handbooks, procedure
21 manuals, and operations manuals addressing Defendant's wage and hour practices, e.g., (i)
22 timekeeping and payroll policies, (ii) meal and rest periods records, (iii) wage statements; (3)
23 employee time and payroll records.

24 31. Using the data supplied by Defendants for mediation and my own investigation, I
25 also determined: (i) the approximate average hourly rate of pay for Class Members; (ii) the total
26 number of former and current employees in the Class Period; (iii) the total number of Class
27 Members in the PAGA period; and (iv) the total number of workweeks and pay periods worked
28 by all Class Members during the Class and PAGA Periods. (Buchsbaum Decl. ¶26)

1 32. The receipt and analysis of the Class Data was sufficient for the Parties to make
2 an informed decision about the strengths and weaknesses of Plaintiff's theories of liability,
3 Defendant's affirmative defenses, Class-wide damages, and benefits of Settlement.

4 Further, and continuing my firm's due diligence, we (1) determined Plaintiff's
5 suitability to serve as Class representative, through interviews, background investigations, and
6 analyses of her employment files and related records; (2) researched wage-and-hour class
7 actions involving similar claims; (3) engaged in the discovery process; (4) obtained and
8 analyzed Defendant's wage-and-hour policies and procedures; (5) obtained and analyzed
9 hundreds of time and corresponding payroll records to assess potential damages; (6) researched
10 the latest case law bearing on the theories of liability; (7) researched settlements in similar
11 cases; (8) analyzed the value of Plaintiffs' claims; (9) negotiated the terms of the Settlement;
12 (10) finalized the Settlement Agreement; (11) helped to finalize the Notice of Class Action
13 Settlement; and (12) drafted preliminary approval papers.

14 33. The Parties agreed to informal settlement discussion that involved a voluntary
15 production of a statistically statistical sample of the class members. The Parties further hired a
16 highly qualified mediator, Michael Young, who mediates wage and hour disputes throughout
17 the State. At all times the Parties' negotiations were adversarial and non-collusive.

18 34. The proposed Settlement Class Members consist of: "All current and former non-
19 exempt, hourly-paid employees who worked for the Defendant during the Class Period. The
20 Class Period means the period from May 1, 2021 to the date of preliminary approval of the
21 settlement. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
22 "A" [Settlement Agreement, at ¶1.4]

23 35. Plaintiff and Defendants have agreed to fully resolve the class and representative
24 claims for \$478,225 The Gross Fund Value includes: (1) settlement payments to participating
25 Class Members ("Net Settlement Amount"); (2) attorneys' fees of \$157,814 (1/3 of the gross
26 amount); actual litigation costs up to \$25,000; (3) Claims Administration Fee capped fee at
27 \$11,500; (4) LWDA Payment of \$30,000 (with \$22,500 going to the LWDA, and the remainder,
28 \$7,500, back into the Net Fund); (5) Class Representative Service Award of \$7,500 to the class

1 representative.

2 36. The distribution of the Net Settlement Amount to Class Members is
3 straightforward: Each Class Member's share of the settlement will be proportional to the total
4 number of workweeks he or she worked during the Class Period. The distribution of the PAGA
5 portion works the same way, based proportionally on the number of pay periods during the
6 PAGA period. [See Settlement Agreement, ¶12]

7 37. Given that there are approximately 814 Class Members, the average net recovery
8 will be approximately \$311.92. This average net recovery is on par or higher than other wage
9 and hour class action settlements approved by California state and federal courts.

10 38. In exchange for the Class Settlement Amount, Plaintiffs and Class Members will
11 agree to release the Released Claims. [See Settlement Agreement, at ¶7.1] The class
12 representative will also agree to an additional general release of his individual claims as part of
13 the consideration for her enhancement as the class representative. [¶7.4]

14 39. As set forth in greater detail above, based on our analysis of documents produced
15 by Defendant (including time and payroll records, and policies and procedures manuals) and
16 information provided during interviews, Plaintiff's Counsel was able to realistically assess the
17 value of the class claims and intelligently engage defense counsel in settlement discussions that
18 culminated in the proposed settlement now before the Court. (Buchsbaum Decl. ¶36)

19 40. By engaging in a thorough investigation and evaluation of Plaintiffs' claims, I
20 can state with confidence that the Settlement, for the consideration and on the terms set forth in
21 the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class
22 Members.

23 41. As noted in this brief, Plaintiff undertook substantial efforts to investigate and
24 analyze class liability, including through a random sampling of pay records. The realistic
25 settlement value of the case was, in our view, between \$400,000 and \$600,000. The full
26 exposure had to be discounted, however, due to considerable liability and certification risks, as
27 well as the resources of the Defendants, who even at the settlement number that was reached
28 require a period of time to make the payments. See ¶9.3

1 42. At the end of the day, given the legal uncertainties regarding litigation, the
2 evidentiary challenges with the meal and rest period claims, the risk that some of these issues
3 could not be certified, and the fact that liability was disputed, we viewed a settlement of
4 \$478,225 as being a very reasonable compromise, and in line with the discount related to these
5 risks, even though the theoretical exposure was considerably higher.

6 43. The Parties engaged in a non-collusive, open settlement dialogue that included
7 the voluntary disclosure of a statistically sampling of pay and time records. The parties then
8 hired a well- regarded mediator, Michael Young, who has extensive experience mediating high
9 exposure wage and hour class actions. The Parties were represented by experienced class action
10 counsel throughout the negotiations resulting in this Settlement. Plaintiff's Counsel regularly
11 litigates wage and hour class actions and has reached numerous class action and representative
12 settlements. The Defendant's lawyers are also sophisticated, experienced class action lawyers.

13 44. Plaintiff was cautiously optimistic about the chances of prevailing on the class
14 claims, as well as the additional representative PAGA claims. Nevertheless, we recognized that
15 had the litigation continued, we may have encountered significant legal, practical, and factual
16 hurdles that could have prevented the Class from obtaining any recovery, including failure to
17 certify a class.

18 45. The time and effort—not to mention the uncertainty—that would be expended to
19 pursue further litigation may easily eclipse the amount that is recoverable. For example, if this
20 action had settled following additional litigation, the settlement amount would likely have taken
21 into account the additional costs incurred, and there may have been less available for Class
22 Members. Plaintiff and his counsel would have had to devote considerable time and resources
23 towards trial and the difficult and complicated issues of proof.

24 46. In short, given the substantial risks in litigating this action, and the uncertainty of
25 success, the Settlement represents a reasonable compromise of Plaintiff's claims, and ensures
26 that Class Members receive a fair and adequate recovery.

27 47. The Parties have jointly drafted the Notice of Class Action Settlement, which
28 fairly and neutrally informs Class Members of their rights and remedies in this action. We have

1 determined that a Spanish Translation is necessary based on the composition of the workforce.
2 The proposed Class Notice will be mailed to all Class Members by First Class mail and will
3 include information regarding the nature of the lawsuit, a summary of the substance of the
4 Settlement's terms, the class definition, and the time period within which to opt out, or to object
5 to the Settlement, the date for the final approval hearing, the formula used to calculate
6 settlement payments, and the terms and scope of the Released Claims. (*See* Notice of
7 Proposed Class Action Settlement, which is Exhibit "A" to the Settlement Agreement).

8 48. If the mail is undeliverable and there is no forwarding address, the Claims
9 Administrator will verify the addresses produced by Defendant for each Class Member using a
10 "skip trace," including the National Change of Address Database. *Id.* In the event Class
11 Notices are returned as undeliverable, the Claims Administrator will attempt to locate a current
12 address. This method was negotiated by the Parties to maximize the Class Member response rate
13 while ensuring cost effective administration of the Settlement. In the past, similar notice
14 methods to Plaintiffs class members have resulted in strong response rates.

15 49. Accordingly, both the method of disseminating the Class Notice and content of
16 the Class Notice satisfy due process and the requirements of California law.

17 50. Pursuant to the Settlement Agreement, \$30,000 from the Class Settlement
18 Amount will be allocated to the resolution of Plaintiffs' PAGA claims, of which 75% (\$22,500)
19 will be paid directly to the LWDA, and the remaining 25% (\$7,500) will be paid to Participating
20 Class Members. This result was reached after good-faith negotiation between the parties.
21 Where PAGA penalties are negotiated in good faith and "there is no indication that [the] amount
22 was the result of self-interest at the expense of other Class Members," such amounts are
23 generally considered reasonable.

24 51. Named Plaintiff is eligible for a payment that reasonably compensates him for
25 undertaking and fulfilling a fiduciary duty to represent absent class members. The Parties have
26 negotiated an enhancement payment for the class representative in the amount of \$7,500 for her
27 efforts in bringing the original action, serving as private attorney general under PAGA, assisting
28 counsel with informal discovery, regularly conferring with counsel on the status of her case and

1 the strategies for prosecuting the claims, and reviewing the proposed settlement to ensure that its
2 terms are fair and that it provides adequate relief for the Settlement Class. She is also signing a
3 general release. For all these reasons, the request enhancement payment to Named Plaintiff is
4 reasonable and should be awarded.

5 52. At final approval, Plaintiffs will seek Court-approval of attorneys' fees and costs
6 of \$157,814 (or one-third of the Class Settlement Amount) and up to \$25,000 respectively.

7 53. There is a fee splitting agreement between Buchsbaum & Haag, LLP and the
8 Hardin Law Firm, which was approved by the class representative by written consent.

9 54. The proposed Settlement Class consists of approximately 814 individuals,
10 making joinder of all Class Members impracticable. Further, because all Class Members are
11 either current or former employees of Defendant, the class is readily ascertainable from
12 Defendants' regular business records.

13 55. The California statutes relating to each of Plaintiffs' claims apply with equal
14 force and effect to all Class Members. Factually, Plaintiff claims that Defendants' policies and
15 practices apply class-wide and Defendants' liability can be determined by facts common to all
16 members of the class. The wage and hour issues are both numerous and substantial, and a class
17 action is the most advantageous method of dealing with the claims of the Settlement Class
18 Members.

19 56. Named Plaintiff's wage and hour claims are typical of the proposed Settlement
20 Class because they arise from the same factual basis and are based on the same legal theories
21 applicable to the other Class Members. Likewise, Named Plaintiff's interests are entirely
22 coextensive with the interests of the Class. Named Plaintiff was allegedly injured by the same
23 Company-wide practices to which the proposed Settlement Class was subject and seeks the
24 same relief. Named Plaintiff has already demonstrated her ability to advocate for the interests
25 of the Class by initiating this litigation, undertaking extensive class discovery, and evaluating
26 the proposed settlement to ensure that it is fair.

27 57. Additionally, Plaintiffs are represented by competent counsel who has extensive
28 experience in litigating wage and hour class action cases. See Buchsbaum Dec., at ¶¶1-8. I

1 have successfully briefed, argued, certified, and gained court settlement approval of the same
2 class-wide causes of action that are at issue in this case. Plaintiff's Counsel's wage and hour
3 class action expertise establishes they are well qualified to represent the interests of this Class.

4 58. A class action is superior to a multitude of individual lawsuits. Given the size
5 and amount of each individual Class Member's claim, Class Members likely have little
6 incentive to litigate their claims on an individual basis because the out-of-pocket expense and
7 personal commitment necessary to litigate each claim outweighs any potential recovery. In
8 sum, class treatment is superior to individual, case-by-case adjudication.

9 59. I have filed the settlement papers with the LWDA through its online filing
10 system. A receipt of the filing is attached as Exhibit "B".

11 60. I declare under the penalty of perjury under the laws of the State of California
12 that the foregoing is true and correct.

13 Respectfully Submitted,

14 Dated: September 9, 2025

LAW OFFICES OF BUCHSBAUM & HAAG
A Limited Liability Partnership

15
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17 By: 
18 Brent Buchsbaum, Attorney for Plaintiffs
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EXHIBIT “A”

To Declaration of Brent S. Buchsbaum

CLASS ACTION AND REPRESENTATIVE ACTION ("PAGA") SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Class Action and Representative ("PAGA") Settlement Agreement and Release of Claims ("Agreement") is made by and between Yazmen Hawthorne ("Plaintiff") and Defendants Las Casuelas Restaurants, Inc. and Memo's Cocina & Tequila Bar, Inc. (collectively "THE RESTAURANTS"). The Agreement refers to Plaintiff and THE RESTAURANTS collectively as "Parties," or individually as "Party." This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

- 1.1. "Action" means the consolidates Plaintiff's lawsuits alleging individual and wage and hour violations against THE RESTAURANTS captioned "*Yazmen Hawthorne v. Las Casuelas Restaurant, Inc., et al.*," San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0006868 (consolidated with *Yazmen Hawthorne v. Las Casuelas Restaurant, Inc., at al.*, Case No. STK-CV-UOE-2024-16273, initiated on June 10, 2024 and pending before the Court."
- 1.2. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.3. "Aggrieved Employees" means Class members working for THE RESTAURANTS as non-exempt hourly-paid employees during the PAGA Period in the State of California.
- 1.4. "Class, Settlement Class, Class Member or Settlement Class Member" means all current and former non-exempt, hourly-paid employees who worked for Defendants during the period commencing June 10, 2020 to March 21, 2025.
- 1.5. "Class Counsel" means Brent S. Buchsbaum of the Law Offices of Buchsbaum & Haag, LLP and James Hardin of Hardin Law Group, APC.
- 1.6. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. "Class Data" means Class Member identifying information in THE RESTAURANTS's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.8. "Class Participants" or "Participating Class Member" means any and all Class Members who do not timely opt-out of the Class Settlement.
- 1.9. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. "Class Notice" means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in paragraph 10 of this Agreement, , attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. "Class Period" means the period from June 10, 2020 to March 25, 2025.
- 1.12. "Class Representative" means the named Plaintiff Yazmen Hawthorne.
- 1.13. "Class Representative Service Payment" means the payment to the Class Representative for initiating

the Action and providing services in support of the Action.

- 1.14. "Class Settlement" shall mean the settlement embodied in this Settlement Agreement, which is subject to Court approval.
- 1.15. "Court" means the Superior Court of California, County of San Joaquin.
- 1.16. "THE RESTAURANTS" means named Defendants Las Casuelas Restaurants, Inc. and Memo's Cocina & Tequila Bar, Inc.
- 1.17. "Defense Counsel" means Raquel A. Hatfield of Henderson Hatfield, APC.
- 1.18. "Effective Date" means the date by when both of the following have occurred:
(a) the Court signs an Order granting final approval of this Settlement Agreement ("Final Approval") and Judgment; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement by the Court-ordered response deadline defined in section 1.44 herein, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Employer Taxes" means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.
- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.22. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23. "General Release" means the broader release of claims by Plaintiff, which is in addition to Plaintiff's limited release of claims as Participating Class Members.
- 1.24. "Gross Settlement Amount" means a non-reversionary fund in the sum of \$478,225, which is the total amount THE RESTAURANTS agrees to pay under the Class and PAGA Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments to Participating Class Members, the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA Payment and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by THE RESTAURANTS separate, apart and in addition to the Gross Settlement Amount.
- 1.25. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.26. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.27. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.28. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. "LWDA PAGA Payment" means the payment to the State of California Labor and Workforce

Development Agency ("LWDA") for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall be allocated toward PAGA penalties, of which Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) will be paid to Aggrieved Employees on a *pro rata* basis based on the Pay Periods worked for Defendant as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

- 1.30. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is available for distribution, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for THE RESTAURANTS during the period from May 3, 2023 to March 25, 2025.
- 1.33. "PAGA Period" means the period from May 3, 2023 to March 25, 2025.
- 1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. "PAGA Notice" means Plaintiff's May 3, 2024, letter to THE RESTAURANTS and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75% to LWDA (\$22,500) in settlement of PAGA claims.
- 1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. "Pay Periods" means the number of pay periods that a Settlement Class Member was employed by THE RESTAURANTS in a non-exempt, hourly position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).
- 1.39. "Preliminary Approval Date" means the date on which the Court enters an Order granting Preliminary Approval of the Settlement.
- 1.40. "Released Claims" by the Participating Class Members means all causes of action, claims, and/or legal theories that were alleged in the operative Complaints in this action, or that could have been alleged based on the facts alleged in the operative Complaints. The Final Judgment shall cover and bar each and every Participating Class Member from asserting any Released Claims in the future.
- 1.41. "Released PAGA Claims" by the Aggrieved Employees means all claims for PAGA penalties that were alleged in the operative Complaint and PAGA Notice or reasonably could have been alleged based on the PAGA period facts stated in the Operative Complaint and the PAGA Notice. Released PAGA claims – including the underlying claims alleged in the PAGA Notice letter and Plaintiff's Operative Complaint – will be released. Aggrieved Employees will be entitled to their portion of the PAGA Payment, regardless of whether or not the Participating Class Member opts-out or excludes him or herself from the Class.
- 1.42. "Released Parties" shall mean THE RESTAURANTS and all of its current, former and future parents, subsidiaries, dbas, divisions, related entities, joint ventures and affiliated entities, and each of their respective current, former and future owners, officers, directors, shareholders, stockholders, executives,

partners, employees, co-employers, joint employers, investors, members, principles, subsidiaries, affiliates, insurers, reinsurers, managers, agents, heirs, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company-sponsored employee benefit plans of any nature, predecessors, successors, assigns, attorneys, including, but not limited to, Guillermo H. Ramirez, Guillermo P. Ramirez, Claudia R. Ramirez, Karina H. Ramirez, Carlos G. Ochoa, and Gilberto C. Ochoa,, individually and in their representative capacities.

- 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. "Response Deadline" means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute was submitted by the Response Deadline.
- 1.45. "Request for Exclusion" means a written request to be excluded from the Settlement Class pursuant to Paragraph 11.6 below.
- 1.46. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47. "Settlement Administrator" means the Third-Party Administrator mutually agreed upon by the Parties that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, distribution of the Individual Settlement Payments to be made by THE RESTAURANTS from the Gross Settlement Amount and related matters under this Agreement.
- 1.48. "Settlement Administrator Costs" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translating the Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and withholdings, providing declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiff for her Service Award and to the LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed \$11,500.00. If the actual amount of the Settlement Administration Costs is less than \$11,500.00 the difference between \$11,500.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$11,500.00, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.
- 1.49. "Workweeks" means the number of weeks that a Settlement Class Member was employed by THE RESTAURANTS in a non-exempt, hourly position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. BACKGROUND

On June 10, 2024, Plaintiff commenced this Action by filing a Complaint alleging individual claims for sexual harassment, gender discrimination, failure to prevent harassment and discrimination, constructive discharge in violation of public policy, failure to provide proper meal periods, failure to provide proper rest periods, failure to provide proper wage statements and failure to timely pay wages upon termination. On December 2, 2024, a First Amended Complaint ("FAC") was filed additionally alleging violations under the

Private Attorney General Act (“PAGA”), pending before the court *Yazmen Hawthorne v. Las Casuelas Restaurants, Inc.*, Superior Court Case No. STK-CV-UOE-2024-0006868 (the “PAGA Action”). On November 20, 2024, a Class Action Complaint was filed and pending before the court as *Yazmen Hawthorne v. Las Casuelas Restaurants, Inc., a California Corporation and Memo’s Cocina & Tequila Bar, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2024-0016273 (the “Class Action”). The Class Action contains causes of action against THE RESTAURANTS for (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Meal Period Violations; (4) Rest Period Violations; (5) Waiting Time Penalties under Labor Code Section 203; (6) Wage Statement Penalties; and (7) Unfair Business Practices. On January 17, 2024, a Joint Stipulation and Order to Consolidate Actions (“Stipulation”) was filed by both Parties, the lead case is now the PAGA Action (the “Operative Complaint.”).

- 2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to THE RESTAURANTS and the LWDA by sending the PAGA Notice.
- 2.2. The parties agreed to an informal production of documents and a random sampling of pay data, which was then analyzed statistically to assess legal exposure.
- 2.3. On March 21, 2025, the Parties participated in a full-day mediation before Michael D. Young, Esquire, a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator’s evaluation, the Parties reached the Settlement to resolve the Action.
- 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, a 25% sample of employees’ pay and time records, and wage and hour policies for statistical analysis. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Action and in the PAGA Notice, and have concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiff’s allegations, and the substantial benefits to be received by Settlement Class Members.
- 2.6. THE RESTAURANTS have concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved and the concomitant disruption to its business operations, it is in its best interest to accept the terms of this Agreement. THE RESTAURANTS deny each of the allegations and claims asserted against them in the Action and in the PAGA Notice. However, THE RESTAURANTS nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies engendered by the Action.
- 2.7. This Agreement is intended to and does effectuate the full, final and complete resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California and Aggrieved Employees.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rules of Court, Rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only.

5. MOTIONS FOR APPROVAL OF SETTLEMENT

After full execution of this Agreement, Plaintiffs will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit "A,"** conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and Objections. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court's Preliminary Approval Order, Plaintiffs will move for an order finally approving the Settlement and seek entry of a Judgment in line with this Settlement. The Parties may both respond to any Objections lodged to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

6. STATEMENT OF NO ADMISSION

THE RESTAURANTS deny any wrongdoing of any sort and further deny any liability to Plaintiff and the Settlement Class with respect to any claims or allegations asserted in the Action and the PAGA Notice. This Agreement shall not be deemed an admission by THE RESTAURANTS of any claims or allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA Notice, and THE RESTAURANTS will not be deemed to have waived, limited or affected in any way any of their objections or defenses in the Action and in the PAGA Notice. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

7. RELEASE OF CLAIMS

- 7.1. Released by All Participating Class Members. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by THE RESTAURANTS to the Settlement Administrator of the full Gross Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release all claims against the Released Parties asserted in the complaint filed in the Class Action, and any claims that could have been asserted based on the factual allegations in the complaint filed in the Class Action, including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon termination; (6) all claims for failure to provide accurate wage statements; (7) all claims for failure to timely pay wages during employment; (8) all claims for failure to indemnify; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the "Class Released Claims").
- 7.2. Release by All Aggrieved Employees. For Aggrieved Employees and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice and in the complaint filed in the PAGA Action, or that could have been based on the factual allegations asserted in the PAGA Notice and in the complaint filed in the PAGA Action for PAGA civil penalties, including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, violations of Labor Code sections 200, 201, 202, 203, 204, 226, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802, 2810.3 and 2810.5 (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".
- 7.3. Claims Not Released. The releases above expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

7.4. General Release. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by THE RESTAURANTS to the Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to the Released Claims, the Named Plaintiff makes the additional following General Release: Named Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff's employment with THE RESTAURANTS or termination/separation thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Named Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by THE RESTAURANTS to the Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

8. MONETARY TERMS.

8.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, THE RESTAURANTS promises to pay \$478,225 and no more as the Gross Settlement Amount [and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. THE RESTAURANTS has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to THE RESTAURANTS.

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

8.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). THE RESTAURANTS will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. It is acknowledged that plaintiff has a separate settlement agreement for her individual, non-wage and hour claims, which will be paid separate from this Agreement.

8.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three percent (33%), which is currently estimated to be \$157,814 and a Class Counsel Litigation Expenses Payment of not more than \$25,000. THE RESTAURANTS will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a

motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds THE RESTAURANTS harmless, and indemnifies THE RESTAURANTS, from any dispute or controversy regarding any division or sharing of any of these Payments.

8.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$11,500, the Administrator will retain the remainder in the Net Settlement Amount.

8.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

8.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

8.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.

8.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

8.3. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

9. SETTLEMENT FUNDING AND PAYMENTS.

9.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, THE RESTAURANTS estimates that as of January 22, 2025, there were 814 Class Members and 35,215 workweeks. As of January 22, 2025, THE RESTAURANTS estimate there were 15,532 pay

periods in the PAGA Period.

- 9.2. Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, THE RESTAURANTS will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. THE RESTAURANTS has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which THE RESTAURANTS must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 9.3. Funding of Gross Settlement Amount. THE RESTAURANTS shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay THE RESTAURANTS's share of payroll taxes by transmitting the funds to the Administrator pursuant to the following schedule: The First payment of \$60,000, no later than 14 days after the Effective Date. Thereafter, six (6) quarterly payments of \$60,000 to the claims administrator. The final and seventh (7th) quarterly payment will be for \$58,225, which provides for a total of \$478,225.
- 9.4. Payments from the Gross Settlement Amount. Within 14 days after THE RESTAURANTS funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 9.5. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 9.6. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 9.6.1. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The payment of Individual Class Payments and Individual PAGA Payments shall not obligate THE RESTAURANTS to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

9.6.2. In the event that Defendant fails to make any payment as required by the terms of this Settlement Agreement, Class Counsel shall provide notice of failure to make payment to Defendant's Counsel via email at raquel@hendersonhatfield.com and provide THE RESTAURANTS seven (7) calendar days to provide to the Settlement Administrator the missed payment. If Defendant fails to make the payment within seven (7) calendar days of Class Counsel's notice, then THE RESTAURANTS shall pay the entire Gross Settlement Amount within one (1) week of Class Counsel's notice of failure to make payment. Acceptance of a late payment by Class Counsel and/or the Settlement Administrator shall not constitute a waiver, nor should it in any way prejudice any party's rights to receive and demand timely payments thereafter

10. MOTION FOR PRELIMINARY APPROVAL

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

- 10.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice
- 10.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 10.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

11. SETTLEMENT ADMINISTRATION

- 11.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administrative Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 11.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 11.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1

11.4. Notice to the Settlement Class Members.

11.4.1. Within seven (7) calendar days after the Preliminary Approval Date, THE RESTAURANTS' Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendant's possession, custody or control; (3) last known telephone number(s) currently in Defendant's possession, custody or control; (4) last known Social Security Number(s) in Defendant's possession, custody or control; and (5) the dates of employment (*i.e.*, hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar days or soon thereafter of receiving the Class List from Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member for at least four (4) years from the Final Approval Date.

11.4.2. The Class Notice will set forth:

- a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;
- b) the information required by California Rule of Court, Rule 3.766, subdivision (d);
- c) the material terms of the Settlement;
- d) the proposed Settlement Administration Costs;
- e) the definition of the Settlement Class;
- f) a statement that the Court has preliminarily approved the Settlement;
- g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- h) information regarding opt-out and objection procedures;
- i) the date and location of the Final Approval Hearing; and
- j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks worked as set forth on his or her Class Notice ("Workweek Dispute"). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

11.4.3. If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class Member within three (3) calendar days. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

11.4.4. No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

11.5. Objections. Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy

of the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Class Notice to the objecting Settlement Class Member shall be conclusively determined according to the records of the Settlement Administrator. Settlement Class Members need not object in writing to be heard at the Final Approval Hearing; they may object or comment in person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

11.6. Requests for Exclusion (Opt-Outs). Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Settlement by mailing a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature; and (4) the following statement: "Please exclude me from the Settlement Class in the *Yazmen Hawthorne v. Las Casuelas Restaurants, Inc., a California Corporation and Memo's Cocina & Tequila Bar, Inc.*, matter" or any statement of similar meaning standing for the proposition that the Class Member does not wish to participate in the Settlement. The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be entitled to receive any payment from the Settlement and will not be bound by the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

11.7. Disputes Regarding Settlement Class Members'. Each Settlement Class Member may dispute the number of Workweeks attributed to him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

12. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks worked during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Pay Periods worked during the PAGA Period. Specific

calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

- 12.1. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period ("PAGA Pay Periods").
- 12.2. To determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: $\text{Individual Settlement Share} = (\text{Settlement Class Member's Workweeks worked} \div \text{Class Workweeks}) \times \text{Net Settlement Amount}$.
- 12.3. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: $\text{Individual Settlement Share} = (\text{Participating Class Member's Workweeks worked} \div \text{Participating Class Workweeks}) \times \text{Net Settlement Amount}$.
- 12.4. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as "Individual Settlement Payment(s)".
- 12.5. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: $\text{Aggrieved Employee's Individual PAGA Payment} = (\text{Aggrieved Employee's Pay Periods worked} \div \text{PAGA Pay Periods}) \times \$22,500.00$ (the PAGA Payment).
- 12.6. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

13. DISTRIBUTION OF PAYMENTS

- 13.1. Distribution of Individual Settlement Payments: Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid or unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

14. TIME FOR DISTRIBUTION

Within seven (7) calendar days after payment of the initial one half (1/2) of the Gross Settlement Amount and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator shall distribute half of all payments due from the QSA for: (1) the Service Award to Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual PAGA Payments to Aggrieved Employees, as specified in this Agreement and

approved by the Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable taxes and withholdings, as specified in this Agreement and approved by the Court. Within seven (7) calendar days after payment of the second half (1/2) of the Gross Settlement Amount, and Employer Taxes by Defendant, or soon thereafter as practicable, the Settlement Administrator shall distribute the remaining half of all payments due from the QSA. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

15. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and THE RESTAURANTS shall not oppose, an award of attorneys' fees of up to thirty five percent (33%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 20 of this Agreement, amounts to One Hundred Fifty Seven Thousand, Eight Hundred And Fourteen Dollars and Zero Cents (\$157,814.00). Class Counsel shall further apply for, and THE RESTAURANTS shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from THE RESTAURANTS for such work unless, THE RESTAURANTS materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

16. SERVICE AWARD TO PLAINTIFF

Named Plaintiff Yazmen Hawthorne shall seek, and THE RESTAURANTS shall not oppose, a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Hawthorne for participation in and assistance with the Action. Any Service Award and additional consideration awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Awards in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

17. TAXATION AND ALLOCATION

- 17.1. Each Individual Settlement Share shall be allocated as follows: 10% as wages (to be reported on an IRS Form W2); and 90% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.
- 17.2. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.
- 17.3. All Employer Taxes shall be paid by THE RESTAURANTS separate, apart, and in addition to the Gross Settlement Amount. THE RESTAURANTS shall remain liable to pay the employer's share of payroll taxes as described above.

- 17.4. Neither Counsel for Plaintiffs nor THE RESTAURANTS intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

18. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION

The Parties agree to allocate Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$22,500.00) will be paid to the LWDA and twenty-five percent (25%) (\$7,500.00) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Pay Periods worked as Aggrieved Employees during the PAGA Period.

19. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

20. THE RESTAURANTS'S RIGHT TO WITHDRAW/ESCALATOR.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 20% of the total of all Class Members aggregated workweeks, THE RESTAURANTS may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if THE RESTAURANTS withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, THE RESTAURANTS will remain responsible for paying all Settlement Administration Expenses incurred to that point. THE RESTAURANTS must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. Similarly, if the number of workweeks estimated in this Agreement are actually exceeded by 20% or more, than the Gross Settlement Fund shall be proportionately increased. So, for example, if the workweeks are 21% more than the estimate, the Gross Settlement Fund would be increased by 1%.

21. MOTION FOR FINAL APPROVAL

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

- 21.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 21.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel

Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 21.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 21.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 21.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

22. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for a period of no less than four (4) years.

23. AMENDED JUDGMENT

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

24. ADDITIONAL PROVISIONS

- 24.1. Interpretation of the Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of San Joaquin, and Plaintiffs and THE RESTAURANTS hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and each of them, participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiffs nor THE RESTAURANTS may claim that any ambiguity in this Agreement should be construed

against the other. The Agreement may be modified only by a writing signed by counsel for the Parties and approved by the Court.

- 24.2. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by THE RESTAURANTS that any of the allegations in the Operative Complaint have merit or that THE RESTAURANTS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that THE RESTAURANTS's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, THE RESTAURANTS reserves the right to contest certification of any class for any reasons, and THE RESTAURANTS reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest THE RESTAURANTS's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 24.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, THE RESTAURANTS and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, THE RESTAURANTS and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 24.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 24.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 24.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and THE RESTAURANTS, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 24.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 24.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 24.9. No Tax Advice. Neither Plaintiff, Class Counsel, THE RESTAURANTS nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 24.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 24.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 24.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 24.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 24.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 24.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by THE RESTAURANTS in connection with the settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from THE RESTAURANTS unless, prior to the Court's discharge of the Administrator's obligation, THE RESTAURANTS makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 24.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 24.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 24.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Brent S. Buchsbaum
Law Offices of Buchsbaum & Haag, LLP
100 Oceangate, Suite 1200
Long Beach, California 90802
E-mail: brent@buchsbaumhaag.com

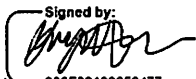
James Hardin
Hardin Law Group, APC
2901 W. Coast Highway
Newport Beach, CA 902663
E-mail: jhardin@hardinemploymentlaw.com

To THE RESTAURANTS: Raquel A. Hatfield
Henderson Hatfield, APC
1101 15th Street
Modesto, California 95354
E-mail: raquel@hendersonhatfield.com

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

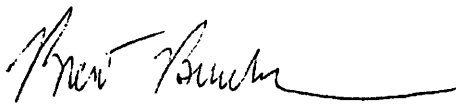
24.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

DATED: 7/21/2025, 2025

Signed by:

By: Yazmen Hawthorne
966F32103659477...
Yazmen Hawthorne
PLAINTIFF

DATED: July 22, 2025

LAW OFFICES OF BUCHSBAUM & HAAG, LLP


By: Brent S. Buchsbaum

Attorneys for Plaintiff YAZMEN HAWTHORNE

DATED: 7/21/2025, 2025

HARDIN LAW GROUP, APC


By: James Hardin

Attorneys for Plaintiff YAZMEN HAWTHORNE

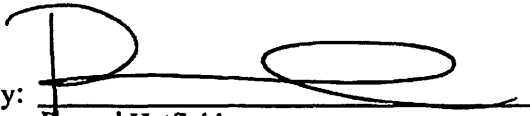
DATED: July 15, 2025

By: DocuSigned by:
Claudia Ramirez
56E55C50EBA044C...

THE RESTAURANTS'S representative

DATED: July 15, 2025

HENDERSON HATFIELD, APC

By: 
Raquel Hatfield

Attorneys for Defendants
Las Casuelas Restaurants and Memo's Cocina &
Tequila Bar

EXHIBIT “A”

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING

Yazmen Hawthorne v. Las Casuelas Restaurants, Inc., et al.

(California Superior Court for the County of San Joaquin, Case No. STK-CV-UOE-2024-0006868)

As a current or former non-exempt California employee of Las Casuelas Restaurants, Inc. and Memo’s Cocina & Tequila Bar, Inc. (“Defendants”), you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class and Representative Action Settlement because the records of Las Casuelas Restaurants, Inc. and Memo’s Cocina & Tequila Bar, Inc. (“Defendants”), show that you are a “Class Member” and/or an “Aggrieved Employee” and, therefore, entitled to a payment from this class and representative action settlement. Class Members are all individuals employed by Defendant in the State of California in non-exempt positions at any time during the period from June 10, 2024 through March 25, 2025 (“Class Period”). Aggrieved Employees are Class Members working for Defendant as non-exempt, hourly-paid employees during the period from May 3, 2023 through March 25, 2025 (“PAGA Period”) in the State of California.

The settlement is to resolve the class and representative action lawsuits, *Yazmen Hawthorne v. Las Casuelas Restaurants, Inc., et al.*, pending in the Superior Court of California for the County of San Joaquin, Case Numbers STK-CV-UOE-2024-0006868 (the “Lawsuit”), which alleges that Defendants: (1) failed to pay wages; (2) failed to pay overtime pay; (3) failed to pay penalties for non-complaint paystubs; (4) failed to pay meal period premiums; (5) failed to pay rest period premiums; (6) penalties for failure to pay all wages timely upon separation; (7) restitution for unfair business; and (7) PAGA penalties for a class of non-exempt, hourly workers. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys General Act (“PAGA”).

- On _____, the San Joaquin County Superior Court granted preliminary approval of this class and representative action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the PAGA Period, as a non-exempt, hourly-paid employee of Defendant, as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix about why you object to the settlement,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearings scheduled for _____, 2025 at __:__.m. in Department ____ of the Stockton Courthouse of the San Joaquin County Superior Court, located at 180 E Weber Avenue, Stockton, CA 95202.
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The Final Approval Hearings on the adequacy, reasonableness and fairness of the Settlement will be held at __:__.m, on _____, 2024, in the Stockton Courthouse of the San Joaquin County Superior Court, located at 180 E Weber Avenue, Stockton, CA 95202 in Department _____. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as a non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of the class and representative action lawsuits, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Yazmen Hawthorne was a non-exempt employee of Defendants. She is the "Plaintiff" in this case and is suing on behalf of herself and Class Members for Defendants' alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation from employment, failure to provide accurate wage statements, failure to indemnify for business expenses, and unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act ("PAGA").

Defendants deny all the allegations made by Plaintiff and deny that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class and representative action settlements. The Court will decide whether to give final approval to the settlements at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this cases on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$478,225.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement Amount includes: (1) administration costs of up to \$11,500; (2) Class Representative Service Payment of up to \$7,500 to Plaintiff Yazmen Hawthorne for her time and effort in pursuing this case, and in exchange for a broader release of claims against Defendants; (3) up to 33% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$157,814.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$30,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$22,500.00, will be paid to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%), or \$7,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

less than \$XXX.00 will be available for distribution to Class Members (“Net Settlement Amount”).

Defendants represent that there were 35,215 Workweeks during the Class Period. In the event the number of Workweeks increased by more than 10% or 3,521.50 Workweeks during the Class Period, then either, at Defendants’ election: (1) the Gross Settlement Amount would be increased proportionally by the Workweeks in the Class Period in excess of 38,736.50 Workweeks multiplied by the Workweek Value; or (2) the Class Period would end on the date the number of Workweeks reaches 20,068. The Workweek Value would be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$478,225) by 35,215 Workweeks. The Parties agree that the Workweek Value amounts to \$13.58 per Workweek (\$478,225 / 35,215 Workweeks). Thus, for example, should there be 38,736.50 Workweeks worked by Class Members in the Class Period, and Defendants elect option (1) above, then the Gross Settlement Amount would be increased by \$xxx ((xx,000 Workweeks – xx Workweeks) x \$13.58 per Workweek). Defendant would make its election under this paragraph no later than seven (7) calendar days of being informed by the Settlement Administrator the number of workweeks has exceeded 38,736.50 Workweeks.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt positions for Defendant in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$xxx.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendant’s records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt employee in California during the Class Period and _____ Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 10% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 90% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share. It is recommended that you speak to an accountant or financial professional for any tax advice related to the settlement and any settlement payment you receive as part of the Lawsuits.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller’s Unclaimed Property Fund.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Class Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Class Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Released by Participating Class Members: Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release all claims against the Released Parties asserted in the complaint filed in the Class Action, and any claims that could have been asserted based on the factual allegations in the complaint filed in the Class Action, including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon termination; (6) all claims for failure to provide accurate wage statements; (7) all claims for failure to timely pay wages during employment; (8) all claims for failure to indemnify; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Class Released Claims”).

Release by Aggrieved Employees: For Aggrieved Employees and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice and in the complaint filed in the PAGA Action, or that could have been based on the factual allegations asserted in the PAGA Notice and in the complaint filed in the PAGA Action for PAGA civil penalties, including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, violations of Labor Code sections 200, 201, 202, 203, 204, 226, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802, 2810.3 and 2810.5 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims”.

“Released Parties” means: Defendant and all of its current, former and future parents, subsidiaries, dbas, divisions, related entities, joint ventures and affiliated entities, and each of their respective current, former and future owners, officers, directors, shareholders, stockholders, executives, partners, employees, co-employers, joint employers, investors, members, principles, subsidiaries, affiliates, insurers, reinsurers, managers, agents, heirs, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants, auditors, company-sponsored employee benefit plans of any nature, predecessors, successors, assigns, attorneys, including, but not limited to, Matthew Haugrud, Lisa Kilcoyne and John Kilcoyne, individually and in their representative capacities.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Class Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement of the Class Claims. The written request for exclusion must include your name, the last four (4) digits of your Social Security Number, your address, email address or telephone number, your signature, and the following statement: “Please exclude me from the Settlement Class in the “*Yazmen Hawthorne v. Las Casuelas Restaurants, Inc., et al.* matter” or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date and mail your written request for exclusion to the address below.

[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than _____, 2025.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, telephone number, the last four (4) digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and the reason(s) for the Objection, along with whatever legal authority, if any, you assert in support of the Objection. Your written objection must be mailed to the Administrator no later than _____, 2025. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____, 2025 at ____:____.m. in the Department ____ of the Stockton Courthouse of the San Joaquin County Superior Court, located at 180 E Weber Avenue, Stockton, CA 95202, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at "<https://www.sjcourts.org/divisions/civil/>". You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class and Representative Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

Class Counsel: Brent S. Buchsbaum
Name of Attorney: Brent S. Buchsbaum
Email Address: brent@buchsbaumhaag.com
Name of Firm: Buchsbaum & Haag, LLP
Mailing Address: 100 Oceangate, Ste. 1200, Long Beach,
California 90802
Telephone: 562-733-2498

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Operative Complaint, Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department ____ of the Stockton Courthouse of the San Joaquin County Superior Court, located at 180 E Weber Avenue, Stockton, CA 95202, during regular business hours of each court day. You may also obtain these documents through the Court's website at "cms.sjcourts.org/fullcourtweb/start.do".

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 100 Oceangate, Suite 1200, Long Beach, California 90802.

On September 17, 2025, I served the foregoing document described as:

**DECLARATION OF BRENT S. BUCHSBAUM IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

The true copies thereof were enclosed and addressed as follows:

Defense Counsel for Las Casuelas Restaurants, Inc.

STACY L. HENDERSON
RAQUEL A. HATFIELD
HENDERSON HATFIELD, APC
1101 15th Street
Modesto, California 95354

Tel : (209)599-5003
Email : stacy@hendersonhatfield.com
raquel@hendersonhatfield.com
kamryn@hendersonhatfield.com

Co-Counsel for Plaintiff, Yazmen Hawthorne

JAMES B. HARDIN
HARDIN LAW GROUP, APC
2091 W. Coast Highway, Suite 200
Newport Beach, California 92660

Tel : (949)337-4810
Email : jhardin@hardinemploymentlaw.com
brice@hardinemploymentlaw.com

___ **BY U.S. MAIL:** By placing a true copy thereof enclosed in a sealed envelope(s) addressed as above, and placing each for collection and mailing on that date following ordinary business practices. I am “readily familiar” with this business’ practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in ordinary course of business with the U.S. Postal Service in Long Beach, California, in a sealed envelope with postage fully prepaid.

___ **BY OVERNIGHT DELIVERY:** I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed as above. I placed the envelope or

package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

 BY PERSONAL SERVICE: I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s). (C.C.P. Section 1011)

 BY FACSIMILE: Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at the fax number(s) listed above. The sending facsimile machine issued a transmission report confirming that the transmission was complete and without error.

XX **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from *valeries@buchsbaumhaag.com* to the person(s) at the e-mail address(es) listed above.

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

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed, September 17, 2025, at Long Beach, California.

Valerie Siguenza

VALERIE SIGUENZA, Declarant