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Attorneys for Plaintiff Francisco Ontivero

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET

FRANCISCO ONTIVERO, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

GOLDEN STATE SEA FOOD, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: 24STCV11843

CLASS AND REPRESENTATIVE ACTION

[Hon. Elihu M. Berle, Dept 6]

NOTICE OF ENTRY OF ORDER

Action Filed: May 10, 2024
Trial Date: Not Set

1 **TO EACH PARTY AND EACH ATTORNEY OF RECORD IN THIS ACTION:**

2 PLEASE TAKE NOTICE that on September 24, 2026, Department 6 of the Los
3 Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 90012 entered
4 a Order Granting Preliminary Approval of Class and PAGA Action Settlement. A true and
5 correct copy of the Court's Order Granting Preliminary Approval of Class and PAGA Action
6 Settlement is attached hereto as "Exhibit A."

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8
9 Respectfully submitted,

10 Dated: September 29, 2026

MOON LAW GROUP, PC

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12 By: 
13 Kane Moon
14 Allen Feghali
15 Charlotte Mikat-Stevens

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28 Attorneys for Plaintiff

EXHIBIT A

Kane Moon (SBN 249834)
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FILED
 Superior Court of California
 County of Los Angeles
09/24/2026

David W. Slayton, Executive Officer / Clerk of Court
 By: R. Corleto Deputy

Attorneys for Plaintiff Francisco Ontivero

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

FRANCISCO ONTIVERO, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

GOLDEN STATE SEA FOOD, INC., a
 California corporation; and DOES 1 through
 10, inclusive,

Defendants

Case No.: 24STCV11843

CLASS AND REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING:

Date: September 17, 2026

Time: 9:00 a.m.

Dept.: SSC Dept. 6

Judge: Elihu M. Berle

Action filed: May 10, 2024

Trial date: Not set

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6 *Attorneys for Plaintiff* Francisco Ontivero
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The Court, having considered Plaintiff Francisco Ontivero’s (“Plaintiff”) Motion for Preliminary Approval of Class and PAGA Action Settlement, the accompanying Memorandum of Points and Authorities, the supporting and attachments thereto, and good cause appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and entry of final approval by this Court. The Court notes that Defendant Golden State Sea Food, Inc. (“Defendant”) (together with Plaintiff, the “Parties”) agreed to create a common, non-reversionary gross fund of at least \$282,750.00 (the “Gross Settlement Amount”), and in addition to Defendant’s employer’s payroll taxes owed on the wage portions of Individual Class Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) the Administration Expenses Payment of up to \$6,000.00; (c) PAGA Penalties of \$10,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), and distributed as 25% (\$2,500.00) to the Aggrieved Employees and 75% (\$7,500.00) to the California Labor and Workforce Development Agency (the “LWDA”); (d) the Class Representative Enhancement Award of up to \$7,500.00 to Plaintiff; (e) the Class Counsel Fees Payment, not to exceed one-third of the Gross Settlement Amount (currently estimated to be \$81,591.00); and (f) a Class Counsel Litigation Costs Payment, for reimbursement of actual litigation costs not to exceed

1 \$20,000.00.

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the Class Members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant
5 discovery, investigation, research, and litigation have been conducted such that counsel for the
6 respective Parties at this time are able to reasonably evaluate their respective positions; (3)
7 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
8 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
9 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,
10 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
11 requirements for preliminary approval.

12 4. A final approval hearing on the question of whether the proposed Settlement, Class
13 Counsel Fees Payment, Class Counsel Litigation Costs Payment, the PAGA Penalties, and the
14 Class Representative Enhancement Award should be finally approved as fair, reasonable, and
15 adequate as to the members of the Class is hereby set in accordance with the Implementation
16 Schedule set forth below.

17 5. The Court provisionally certifies, for settlement purposes only, the following class
18 (the “Class”): all current and former non-exempt, hourly-paid employees of Defendant who
19 worked for Defendant in California at any time during the Class Period. The “Class Period” is
20 May 10, 2020, through November 15, 2025. Excluded from the Class is any Class Member who
21 opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

22 6. Releases of Claims.

23 a. Released Parties. “Released Parties” means Defendant and each of its former and present
24 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
25 subsidiaries, and affiliates. (Settlement, ¶ 1.40.)

26 b. Plaintiff’s General Release. Plaintiff will release the Released Parties from any and all
27 claims that Plaintiff has or may have against them related to or arising from Plaintiff’s employment
28 with Defendant (“Plaintiff’s General Release”). Plaintiff acknowledges that Plaintiff may discover facts

1 and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes
2 to be true but agree, nonetheless, that Plaintiff's General Release shall be and remain effective in all
3 respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's
4 discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or
5 actions to enforce this Agreement or the Settlement, any claims for vested benefits, unemployment
6 benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any
7 time, any claims that are not releasable as a matter of law or public policy, and any claims arising after
8 the date of Plaintiff's signature on the MOU. (*Id.* at ¶ 5.1.)

9 1) Section 1542 Waiver. For purposes of Plaintiff's General Release, Plaintiff
10 expressly waives and relinquishes the provisions, rights, and benefits, if any, of
11 California Civil Code section 1542, which reads: "A general release does not
12 extend to claims that the creditor or releasing party does not know or suspect to
13 exist in his or her favor at the time of executing the release and that, if known by
14 him or her, would have materially affected his or her settlement with the debtor or
15 released party."

16 c. Released Class Claims. Plaintiff will release, on behalf of himself and all other
17 Participating Class Members, all claims against the Released Parties that were alleged in Plaintiff's
18 operative First Amended Class and Representative Action Complaint or that reasonably could have been
19 alleged based solely on the facts asserted therein ("Released Class Claims"). The Released Class Claims
20 exclude any claims for vested benefits, unemployment benefits, disability benefits, social security
21 benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as
22 a matter of law or public policy, and any claims arising outside the Class Period. (*Id.* at ¶ 5.2.)

23 d. Released PAGA Claims. Plaintiff will release, on behalf of the LWDA, himself, and all
24 Aggrieved Employees, all claims against the Released Parties for civil penalties pursuant to the
25 California Private Attorney's General Act of 2004, Lab. Code §§ 2698, *et seq.*, which were alleged in
26 Plaintiff's PAGA Notice to the LWDA and in Plaintiff's operative First Amended Class and
27 Representative Action Complaint, or that reasonably could have been alleged based solely on the facts
28 asserted therein ("Released PAGA Claims"). The Released PAGA Claims include only claims for

1 penalties under PAGA that arose during the PAGA Period. (*Id.* at ¶ 5.3.)

2 e. Date Releases Become Effective. The released claims described in Paragraphs 5.1–5.3 of
3 the Settlement shall become effective upon entry of the Court’s Final Approval Order and Defendant’s
4 full funding of the Gross Settlement Amount and its employer’s-share of payroll taxes. (*Id.* at ¶ 5.4.)

5 7. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
6 definitions as set forth in the Settlement.

7 8. The Court finds, for settlement purposes only, that the Class meets the
8 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
9 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
10 common, or of general interest, to all Class Members, which predominate over individual issues;
11 (3) Plaintiff’s claims are typical of the claims of the Class Members; (4) Plaintiff and Class
12 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
13 action is superior to other available methods for the fair and efficient adjudication of the
14 controversy.

15 9. The Court appoints, for settlement purposes only, Plaintiff as the “Class
16 Representative.” The Court approves, on a preliminary basis, payment of a Class Representative
17 Enhancement Award from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition
18 to the amount Plaintiff is eligible to receive as a Class Member, for initiating and providing
19 services in support of the Action and in recognition for the risks attendant to the role as the named
20 Plaintiff and Class Representative. To the extent the final amount awarded is less than the amount
21 requested, the remainder will be retained in the Net Settlement Amount for distribution to
22 Participating Class Members.

23 10. The Court appoints, for settlement purposes only, Plaintiff’s Counsel Kane Moon,
24 Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC and Walter L. Haines and
25 Peggy Reali of United Employees Law Group as “Class Counsel.” The Court approves, on a
26 preliminary basis, Class Counsel’s ability to request attorneys’ fees of up to one-third of the Gross
27 Settlement Amount (currently estimated to be \$81,591.00), as well as reimbursement for actual
28 costs not to exceed \$20,000.00, payable from the Gross Settlement Amount. To the extent actual

costs are less and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

11. The Court appoints Apex Class Action Administration as the “Administrator” with payment, payable the Gross Settlement Amount, for administration costs not to exceed \$6,000.00, except upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

12. The Administrator shall perform services and duties as provided for in the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail to Class Members. Class Members shall not be required to submit a claim form in order to receive individual settlement payments.

13. The Court preliminarily approves the designation of Homeboy Industries as the *cy pres* beneficiary of any uncashed settlement checks, pursuant to California Code of Civil Procedure section 384.

14. The Court approves the Class Notice in substantially similar form and content as is attached hereto as **Exhibit A**. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

15. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions.

16. The Court orders the following Implementation Schedule:

Defendant to provide the Administrator with the Class Data	October 15, 2026
Administrator to mail the Class Notice	October 29, 2026

Response Deadline for Class Members	December 29, 2026
Deadline to File a Motion for Final Settlement Approval	November 30, 2026
Deadline to response to any objections	January 20, 2026
Deadline to file Administrator's declaration regarding Class Notice mailing and responses	January 20, 2026
Final Approval Hearing	February 1, 2027, at 9:00 a.m.

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: 09/24/2026



Elihu M. Berle

Elihu M. Berle / Judge
The Honorable Elihu M. Berle
Judge of the Superior Court, Los Angeles County

EXHIBIT A

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

Ontivero v. Golden State Sea Food, Inc.
Superior Court of California, Los Angeles County, Case No. 24STCV11843

NOTICE TO: All current and former non-exempt, hourly-paid employees of Defendant who worked for *Golden State Sea Food, Inc.* in California at any time from May 10, 2020, to November 15, 2025.

A court approved this Notice. This is not an advertisement, and you are not being sued. However, your legal rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You <u>will</u> receive a payment from the Settlement, if finally approved. You will release all claims covered by the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	You will <u>not</u> receive a payment from the Settlement. ¹ If you exclude yourself from this Settlement, you will not be permitted to submit an objection to the Settlement. You may not exclude yourself from the PAGA portion of the Settlement.
DISPUTE WORKWEEKS AND/OR PAGA PAY PERIODS	If you do not exclude yourself from this Settlement, you may dispute the number of Workweeks and PAGA Pay Periods (if any) credited to you if you believe the number is incorrect.
OBJECT	You may object to this Settlement, and the Court may or may not agree with your objection. Submitting an objection will not exclude you from receiving a payment from the Settlement.

1. Why Have I Received This Notice?

The California Superior Court of Los Angeles County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement (“Settlement”) reached between Plaintiff Francisco Ontivero (“Plaintiff”) and Defendant Golden State Sea Food, Inc. (“Defendant”) in the lawsuit entitled *Ontivero v. Golden State Sea Food, Inc.*, Case No. 24STCV11843 (“Action”), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because records indicate that you are a member of the Settlement Class. For purposes of the Settlement, the “Class” is comprised of all current and former non-exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the Class Period (“Class Members”). The “Class Period” is May 10, 2020, through November 15, 2025.

In addition, you may also be an Aggrieved Employee. For purposes of the Settlement, “Aggrieved Employees” means all current and former non-exempt, hourly-paid employees of Defendant who worked

¹ Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the Settlement for release of the civil penalties claim under the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”), if the Settlement is finally approved and if you are an Aggrieved Employee.

for Defendant in California at any time during the PAGA Period. The “PAGA Period” is May 5, 2023, through November 15, 2025.

Read this Notice carefully. This Notice explains the Action, the proposed Settlement, your legal rights, what payments may be available to you, and how to get them.

2. What Is the Case About?

This Action was filed by Plaintiff on May 10, 2024. Plaintiff alleges the following claims against Defendant: (1) failure to pay minimum wages, (2) failure to pay overtime compensation, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to indemnify necessary business expenses, (6) failure to timely pay all wages when due during employment or final wages at termination, (7) failure to provide accurate itemized wage statements, (8) unfair business practices, and (9) civil penalties based on the foregoing allegations under PAGA.

Defendant denies each and every allegation raised in the Action and believes it has treated, and continues to treat, Class Members in accordance with all applicable laws. The Court has not made any decision regarding whether the claims or defenses in the Action have any merit. The Court has only preliminarily determined the proposed Settlement is fair, reasonable, and adequate as to all Class Members. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement does not become effective.

Plaintiff and Defendant (the “Parties”) reached a Settlement subject to the Court’s final approval. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done any wrongdoing, and Plaintiff does not concede that any of Defendant’s affirmative defenses have merit.

3. How Much Is the Settlement and How Much Am I Expected to Receive?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$282,750.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiff’s Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, the Settlement Administrator’s Administration Expenses Payment, and a payment under PAGA to the Labor and Workforce Development Agency (“LWDA”). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys’ fees payable from the GSA in the amount of up to one-third (i.e., \$81,591.00) of the GSA as well as reimbursement of their actual litigation costs not to exceed \$20,000.00. Plaintiff is seeking an enhancement award from the GSA in the amount of up to \$7,500.00 for his service as the Class Representative. The Parties are asking that \$10,000.00 of the GSA be allocated to settle the PAGA claims, with 75% (i.e., \$7,500.00) to be paid to the LWDA and the remaining 25% (i.e., \$2,500.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administrator estimates that the cost of administering this Settlement will not exceed \$5,990.00.

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual’s number of Workweeks. Any amount previously paid to you by Defendant under a prior *Pick-Up-Stix* settlement agreement regarding the release of claims affected by this Settlement will be deducted from your Individual Class Payment and distributed on an equal basis to Participating Class Members who did not previously receive such a payment.

“Participating Class Members” are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A “Workweek” refers to any week during which a Participating

Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant's records indicate that you worked approximately [REDACTED] **Workweeks** between May 10, 2020, and November 15, 2025. Accordingly, your Individual Class Payment is estimated to be \$ [REDACTED], less any amount you previously received from Defendant under a prior *Pick-Up-Stix* settlement agreement. Defendant's records indicate that you previously received a settlement payment of \$ [REDACTED] (if no amount is stated, that is because Defendant's records do not show that you previously received a settlement payment). The actual amount of your Individual Class Payment may vary and is subject to standard wage withholdings. Twenty percent (20%) of your Individual Class Payment will be treated as wages for tax purposes, subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and reported on an IRS Form W-2. The remaining eighty percent (80%) will be treated as penalties and interest for tax purposes and reported on an IRS Form 1099.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual's number of PAGA Pay Periods. A "PAGA Pay Period" refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Defendant's records indicate that you worked approximately [REDACTED] **PAGA Pay Periods** between May 5, 2023, and November 15, 2025. Accordingly, your Individual PAGA Payment is estimated to be \$ [REDACTED]. (If no amount is stated, that is because Defendant's records do not show that you worked during the PAGA Period.) The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you may challenge it by submitting a written dispute stating why you believe the listed Workweeks or PAGA Pay Periods are not correct and provide supporting records showing the number of Workweeks or PAGA Pay Periods you worked. The dispute must be sent to the Administrator (whose contact information is listed below) by mail and postmarked no later than December 29, 2026. The Administrator will review the information you provide to resolve the dispute and will make a determination. Defendant's records will be presumed correct absent credible evidence to rebut the Workweeks and/or PAGA Pay Periods credited to you.

4. *What are my Rights Regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to Homeboy Industries, the Court-approved *Cy Pres* Recipient, in accordance with the requirements of California Code of Civil Procedure section 384(b).

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) If you wish to object to the Settlement, you can

submit a written objection stating why you object to the Settlement. Submitting an objection means that you do not want the Settlement or any particular terms of the Settlement to be approved by the Court.

Any objection must be in writing and contain: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your objection); (2) the case name and number (*Ontivero v. Golden State Sea Food, Inc.* (Los Angeles Case No. 24STCV11843)); (3) a clear statement that you object to the Settlement and the factual and legal basis, with supporting documents, if any, on which the objection is based; (4) your signature; (5) the date of signature; (6) whether you are represented by an attorney and if so, provide your attorney's contact information; and (7) whether you plan to appear (or have your attorney appear on your behalf) at the Final Approval Hearing. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your written objection must be sent to the Administrator (whose contact information is listed below) by mail and postmarked no later than December 29, 2026. A copy of any objection will be submitted to the Court (with your private information redacted) for the Court's consideration in relation to whether to finally approve the Settlement.

Any Participating Class Member who fails to submit a timely and valid written objection in the manner specified above may still appear (or hire an attorney to appear on his or her behalf) and state their object at the Final Approval Hearing set for February 1, 2027, at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, Spring Street Courthouse. Be advised that the Final Approval Hearing may be continued to another date or time without further notice to you.

Participating Class Members who fail to object in the manners specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are still expected to receive your individual share of the Settlement if the Court approves the Settlement over your objection.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Ontivero v. Golden State Sea Food, Inc.* (Los Angeles Case No. 24STCV11843)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by mail and postmarked no later than December 29, 2026. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

5. *When Is the Final Approval Hearing?*

The Court will hold a Final Approval Hearing concerning the Settlement on February 1, 2027, at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N Spring St., Los Angeles, CA 90012.

The Final Approval Hearing may be continued to another date without further notice to you. You do not need to appear at the hearing unless you wish to object to the Settlement. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 6 at (213) 310-7006 for instructions on how to remotely appear or verify the hearing date and time.

6. *Can I Be Retaliated Against for Participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

7. *What Is Being Released as Part of the Settlement?*

Plaintiff's General Release: Plaintiff will release the Released Parties from any and all claims that Plaintiff has or may have against them related to or arising from Plaintiff's employment with Defendant ("Plaintiff's General Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff's General Release excludes any claims or actions to enforce this Agreement or the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date of Plaintiff's signature on the MOU.

Section 1542 Waiver: For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "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."

Released Class Claims by Participating Class Members: Plaintiff will release, on behalf of himself and all other Participating Class Members, all claims against the Released Parties that were alleged in Plaintiff's operative First Amended Class and Representative Action Complaint or that reasonably could have been alleged based solely on the facts asserted therein ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims by Aggrieved Employees: Plaintiff will release, on behalf of the LWDA, himself, and all Aggrieved Employees, all claims against the Released Parties for civil penalties pursuant to the

California Private Attorney's General Act of 2004, Lab. Code §§ 2698, *et seq.*, which were alleged in Plaintiff's PAGA Notice to the LWDA and in Plaintiff's operative First Amended Class and Representative Action Complaint, or that reasonably could have been alleged based solely on the facts asserted therein ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

Effective Date of Releases: The released claims described above shall become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer's-share of payroll taxes.

Released Parties: The "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

8. *What If I Lose My Settlement Check or Tax Forms?*

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, uncashed funds will be transmitted to Homeboy Industries, the Court-approved Cy Pres Recipient.

9. *How Can I Get More Information?*

This Notice contains a summary of the basic terms of the Settlement and description of the Action. For more detail, you may review a copy of the Settlement as well as the pleadings and other records in this litigation at the Court Clerk's office, located at 312 N Spring St., Los Angeles, CA 90012, during regular business hours. You may also access the case file online through the Court's website at: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/os-access-court-documents>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the following contact information:

[Settlement Administrator Name]

[ADDRESS]

[PHONE NUMBER]

You may also contact the attorneys representing the Parties at the following contact information:

Attorneys for Plaintiff

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Fax: (213) 622-5623

PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR INFORMATION REGARDING THIS NOTICE.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **NOTICE OF ENTRY OF ORDER** on the
6 interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as
7 follows [or] ☐ as stated on the attached service list:

8 **Labor & Workforce**
9 **Development Agency**
10 Attn. PAGA Administrator
11 1515 Clay Street, Ste. 801
12 Oakland, CA 94612

13 (Served via Labor and Workforce Development Agency access portal)

14 Walter Haines
15 **United Employees Law Group, PC**
16 8605 Santa Monica Blvd., #63354
17 West Hollywood, CA 90069
18 Phone: (562) 256-1047
19 Fax: (562) 256-1006
20 whaines@uelglaw.com

21 Attorneys for Plaintiff Francisco Ontivero
22 (Served via CaseAnywhere)

23 John Morning
24 Robert Prata
25 **Prata & Daley LLP**
26 515 South Figueroa Street, Suite 1515
27 Los Angeles, CA 90071
28 Phone: (213) 622-5600
jmorning@pratadaley.com
rprata@pratadaley.com

Attorneys for Defendant
Golden State Sea Food, Inc.
(Served via CaseAnywhere)

29 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept
30 electronic service, I caused the documents to be sent to the persons at the electronic service addresses
31 listed above via third-party cloud service **CASEANYWHERE**.

32 ☒ **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:** By uploading
33 a true copy of the foregoing document(s) to the Labor and Workforce Development Agency
34 access.

35 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
36 correct. Executed this **September 29, 2026** at Los Angeles, California.

37 Karen Castillo
38 Type or Print Name

39 /s/ Karen Castillo
40 Signature