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Attorneys for Plaintiff
JANA GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

JANA GARCIA, individually, on behalf of the aggrieved employees, and the State of California,

Plaintiff,

v.

LAKEVIEW LODGE, INC. dba LAKEVIEW LODGE OF REDWOOD CITY, INC.; and DOES 1 through 50,

Defendants.

Case No.: 24-CIV-04478

DECLARATION OF ARLO GARCIA URIARTE IN SUPPORT OF PLAINTIFF'S RENEWED MOTION FOR APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT

Date: December 8, 2026
Time: 2:00 p.m.
Dept.: 4

Action Filed: July 22, 2024
Judge: Hon. Nancy L. Fineman

I, Arlo Garcia Uriarte, declare as follows:

1. I am an attorney licensed to practice law in all courts of the State of California. I am the founding and managing attorney of Liberation Law Group, P.C. ("LLG" or "Firm"), counsel of record for Plaintiff Jana Garcia ("Plaintiff") in this action against Defendant Lakeview Lodge, Inc. dba Lakeview Lodge of Redwood City, Inc. ("Defendant" or "Lakeview"). I am the supervising attorney directly involved in litigating this matter. I submit this declaration in support of Plaintiff's renewed motion for approval of the PAGA representative action settlement, based on my personal knowledge, and could testify competently if called as a witness.

2. LLG has incurred litigation costs in the amount of $13,680.45 to date in prosecuting this action. These costs include, among other things, the mediation fee, court and filing fees, a complex case fee, service and messenger charges, legal research, and other routine litigation expenditures necessary to investigate, litigate, and resolve Plaintiff's claims. These costs are current as of the filing of this motion. An itemized accounting of LLG's litigation costs is attached as Exhibit "B."

3. Plaintiff's original motion for approval of the PAGA settlement came on for hearing before the Honorable Nancy L. Fineman on September 8, 2026. By Order dated October 8, 2026, the Court denied the motion without prejudice, finding that it could not determine on the then-existing record that the settlement was fair, reasonable, and adequate. The Court identified three areas of concern: (1) threshold statutory requirements, including proof of submission of the settlement agreement and the complaint to the Labor and Workforce Development Agency ("LWDA") and a proposed notice to the aggrieved employees for the Court's review; (2) a potential conflict between Plaintiff and the aggrieved employees arising from Plaintiff's separate $40,000 individual settlement, including when, why, and how that settlement was reached; and (3) the sufficiency of the record to support the required attorneys' fee cross-check, including justification for pre-litigation investigation tasks, evidence of reasonable local market hourly rates in San Mateo County, and the delegation of work among attorneys of varying seniority. A true and correct copy of the Court's October 8, 2026 Order is attached as Exhibit

"F." This declaration and the accompanying renewed motion are intended to address and cure each of these issues.

4. Plaintiff's individual claims are being resolved separately from the PAGA settlement through a separate individual settlement agreement that provides for a total individual recovery of $40,000.00, inclusive of the attorneys' fees and litigation costs allocated to Plaintiff's individual claims. That individual settlement was reached in connection with the same arm's-length mediation process overseen by mediator Steve Pearl that produced the PAGA settlement, and was documented in a separate agreement. The individual settlement resolves Plaintiff's own personal claims, which are distinct from the representative PAGA civil penalty claims resolved by the Agreement. In addition to the representative PAGA claims, Plaintiff asserted individual claims for unpaid wages, statutory penalties, and wrongful termination in violation of public policy arising from her allegation that Defendant terminated her after she complained about being underpaid and not receiving all her meal breaks. Those individual claims, and in particular the individual wrongful-termination claim, are personal to Plaintiff and are not shared by the aggrieved employees, whose recovery under the Agreement is limited to their pro rata share of PAGA civil penalties. Because the individual claims and the representative PAGA claims are legally distinct and carry different measures of exposure, each was valued and negotiated separately, and the PAGA Agreement resolves only the Released PAGA Claims. There is no conflict between Plaintiff and the aggrieved employees: Plaintiff receives her pro rata PAGA share on the same per-pay-period basis as every other aggrieved employee, she seeks no enhancement or service award from the settlement fund, and the separate resolution of her individual claims does not reduce the recovery available to the aggrieved employees or the LWDA. Costs associated with the individual claim are all separated and paid for separately by the individual settlement.

5. Before mediation, my firm investigated Plaintiff's claims and analyzed Defendant's asserted defenses. As part of that investigation, we reviewed informal discovery produced by Defendant, including Plaintiff's personnel records, timekeeping and payroll data, and aggregate information regarding the size and pay periods of the aggrieved employee group. We also

interviewed Plaintiff and evaluated Defendant's pay practices and timekeeping records.

6. The parties engaged in arm's-length negotiations overseen by mediator Steve Pearl. The mediation concluded on or about February 21, 2026, followed by additional negotiations that resulted in the proposed $220,000 non-reversionary PAGA settlement.

7. The parties obtained three settlement administration bids from Phoenix Settlement Administrators, CPT Group, Inc., and Simpluris, Inc. before selecting Phoenix Settlement Administrators as the proposed settlement administrator. Phoenix's administration costs will not exceed $2,250.00. Neither I nor my firm has any financial or managerial interest in Phoenix Settlement Administrators.

8. Neither I nor my firm has any financial or managerial interest in La Raza Centro Legal, the cy pres recipient identified in the Agreement.

9. To cure the threshold statutory requirement identified in the Court's prior Order, my firm has submitted the Complaint in this action to the LWDA. On September 21, 2026, LLG submitted the Court Complaint to the LWDA through the agency's online submission portal. The LWDA's public case detail for this matter (Case No. LWDA-CM-1026160-24) reflects the submission of Plaintiff's PAGA Notice on May 3, 2024 and the submission of the Court Complaint on September 21, 2026. A true and correct copy of the LWDA case detail is attached as Exhibit "D."

10. On September 21, 2026, the DIR PAGA Unit, on behalf of the LWDA, issued a written confirmation acknowledging receipt of the Court Complaint submission. A true and correct copy of that confirmation is attached as Exhibit "E."

11. This settlement is a PAGA-only settlement of civil penalty claims. It is not a class settlement, it does not release the individual wage claims of aggrieved employees other than Plaintiff, and it does not require aggrieved employees to submit claim forms. Because each Individual PAGA Payment is distributed automatically on a pro rata basis, the only communication to aggrieved employees is a brief, neutral explanatory note that will accompany each settlement check.

12. In evaluating the proposed PAGA settlement, I compared the $220,000 Gross

Settlement Amount to the potential PAGA penalties at issue, while accounting for the evidence reviewed, Defendant's asserted defenses, the relatively small size of the aggrieved employee group, and the litigation risks that would remain if the case proceeded. Plaintiff's settlement analysis focused on two primary categories of alleged violations: (1) unpaid wage and overtime violations arising from Defendant's alleged fixed-rate pay practices and disputed compensable time; and (2) meal and rest period violations arising from alleged late, short, missed, or unavailable breaks. I also considered wage statement violations flowing from those alleged underlying violations, as well as waiting time penalties for separated employees. For penalty-valuation purposes, I evaluated five principal categories: unpaid straight-time wages, unpaid overtime, meal period violations, rest period violations, and wage statement violations.

13. My review of Defendant's timekeeping and payroll records supported including unpaid straight-time and overtime penalties in the settlement analysis. Defendant disputed the scope of those claims and maintained that any alleged underpayment issues were not consistent across the entire PAGA Period. Defendant further maintained that later-period payroll records reflected improved practices after its managing director implemented changes in or around June 2024, including moving away from the challenged daily-rate system and paying employees based on actual hours worked. Defendant also disputed whether all alleged break or split-shift time was compensable working time, and disputed that any meal or rest period violations could be proven uniformly across the aggrieved employee group.

14. In evaluating the proposed settlement, I considered that Defendant denied liability and disputed that Plaintiff could prove uniform violations across the full PAGA Period, and that continued litigation would require additional discovery, witness testimony, further analysis of timekeeping and payroll records, and development of a trial plan capable of proving representative PAGA violations across the aggrieved employee group. I also considered the Court's discretion to reduce PAGA penalties even where liability is established. Considering these issues, along with Defendant's defenses, the changed practices reflected in the later-period records, the relatively small workforce, and the cost and delay of continued litigation, I determined that the $220,000 non-reversionary settlement provides a fair and reasonable

resolution for the LWDA and the aggrieved employees.

15. For settlement-evaluation purposes, I used Defendant's represented total of approximately 941 pay periods during the PAGA Period, and applied a $100 per-pay-period benchmark to each of the five principal penalty categories I evaluated. Using that framework, I estimated a penalty figure of approximately $470,500. The $220,000 Gross Settlement Amount represents approximately 46.8 percent of that figure, which I believe is a very strong percentage recovery given Defendant's defenses, the changed practices reflected in later-period records, the risks of proving uniform violations across the full PAGA Period, and the Court's discretion to reduce penalties. I also considered waiting time penalties, but that category would add only limited PAGA exposure, because even assuming all approximately 22 aggrieved employees were separated employees, a separate $100 waiting-time penalty category would add only approximately $2,200. LLG and the attorneys, staff, and other team members who worked on this matter expended a combined 156.1 hours litigating and resolving this matter, resulting in a total lodestar of $79,070.00. The requested attorneys' fee award of $73,326.00 is below LLG's lodestar and reflects a negative multiplier of approximately 0.93. A lodestar summary showing hours worked by task and timekeeper, hourly rates, and total lodestar is attached as Exhibit "C."

16. Concurrently with the filing of this renewed motion, my firm is submitting this motion and the proposed PAGA settlement to the LWDA through its online submission portal, at the same time they are submitted to the Court. My firm will file a proof of service or other confirmation of that submission promptly.

17. The 156.1 hours reflected in Exhibit "C" were reasonably and necessarily incurred to investigate, litigate, evaluate, negotiate, and seek approval of the PAGA settlement, including the preparation of the original and renewed approval papers. No timekeeper duplicated another's work, and the hours were recorded by task category. None of the hours claimed resulted from work related to the individual claim.

18. As reflected in Exhibit "C," the hours break down across six task categories: pre-litigation investigation (23.8 hours); complaint drafting and answer review (14.3 hours); case management (15.6 hours); informal information exchange (41.3 hours); mediation, negotiations,

and agreements (44.9 hours); and the approval motion (16.2 hours). The 23.8 hours of pre-litigation investigation were reasonably and necessarily incurred to interview Plaintiff regarding her employment and Defendant's pay practices, gather and review her available employment and pay records, research and evaluate the potential Labor Code violations, and prepare and submit Plaintiff's PAGA notice to the LWDA and Defendant, which is a statutory prerequisite to filing a PAGA action. Work was delegated to the lowest-cost timekeeper appropriate to each task. I, as the most senior and highest-rate timekeeper, concentrated my 54.1 hours on strategy, mediation and negotiations, case management, and supervision. Mr. Aguilar, a supervised associate billed at half my rate, performed the bulk of the drafting-intensive work, including complaint drafting, mediation preparation, and the approval motion. Ms. Contreras, the firm's legal assistant and lowest-rate timekeeper, handled intake and case-management support. Mr. Solomon, the firm's data analyst, devoted all 16.5 of his hours to the data-intensive informal information exchange, analyzing Defendant's timekeeping, payroll, and pay-period data. Any work performed by Mr. Aguilar, Ms. Contreras, or Mr. Solomon was carefully reviewed and approved by me before it was utilized.

19. I am qualified to serve as counsel in this PAGA representative action. I graduated from the University of San Francisco School of Law and obtained my license to practice law in 2004. Since 2004, I have focused on employment law litigation on the plaintiff's side, and I have handled numerous wage and hour class and representative actions, developing particular familiarity with litigation practices, certification issues, case law, statutory construction, and employer and employee working conditions. I have been approved by courts as class or representative counsel in numerous wage and hour matters, including, among others: Farmer v. FHR San Francisco Operations, LLC (San Francisco Superior Court, CGC-20-588472); Castro v. Black Angus Steak Houses, LLC (Alameda Superior Court, RG19042157); Melendez v. Genesis Building Services, Inc. (San Mateo Superior Court, 20CIV00453); Concepcion v. DFS Group, L.P. (San Francisco Superior Court, CGC-15-548698); and Jakosalem v. Air Serv Corporation (U.S. District Court, Northern District of California, Case No. 3:13-cv-05944-SI). My hourly rate is $800.

20. Nick Aguilar is an out-of-state attorney licensed by the State of Florida (SBN 0099275) who graduated from the Florida International University College of Law. He has been a member of LLG since March 2013, focusing on wage and hour matters, particularly class and representative actions. He worked this case under my direct supervision, and any work he performed was carefully reviewed and approved by me before it was utilized. His hourly rate is $400.

21. Luiseth Contreras is one of LLG's legal assistants. She has helped perform initial and follow-up intakes of clients and potential clients under my supervision, and she has experience supporting our firm in class action lawsuits since October 2017. She graduated with a law degree from Universidad Central de Venezuela. Any work she performed was carefully reviewed and approved by me before it was utilized. Her hourly rate is $280.

22. Kristoffer Solomon is LLG's data analyst. He earned his bachelor's degree in accountancy from the National College for Business and Arts in the Philippines and previously worked as a financial analyst. Any work he performed was carefully reviewed and approved by me before it was utilized. His hourly rate is $300.

23. Based on my experience litigating wage and hour class and representative actions throughout the San Francisco Bay Area, including in San Mateo County, it is my opinion that the hourly rates charged by LLG's timekeepers in this matter are reasonable and consistent with the rates prevailing in the relevant legal community for attorneys and support staff performing comparable wage and hour representative work.

24. My opinion regarding the reasonableness of these rates is further supported by recent orders approving comparable PAGA settlements in neighboring Bay Area counties, which I have reviewed. In *Alvarez v. CEC Entertainment, LLC* (Santa Clara County Superior Court, Case No. 23CV409445), the court approved a one-third attorneys' fee and a lodestar based on hourly rates ranging from $625 to $1,050, a range that brackets and exceeds my own rate here. In *Zhi Huang v. Hutchinson Motors, Inc.* (Contra Costa County Superior Court, Case No. C23-01698), the court approved a one-third attorneys' fee as fair and reasonable in a PAGA-only settlement. True and correct copies of these orders are attached as Exhibits "G" and

"H," respectively.

25. For the reasons set forth in the accompanying memorandum and in this declaration, I believe the settlement is fair, reasonable, and adequate in view of PAGA's purposes, and I respectfully request that the Court approve it.

AUTHENTICATION OF EXHIBITS

26. Attached hereto and marked as **Exhibit "A"** is a true and correct copy of the fully executed PAGA Representative Action Settlement Agreement.

27. Attached hereto and marked as **Exhibit "B"** is a true and correct copy of LLG's itemized litigation cost accounting for this matter.

28. Attached hereto and marked as **Exhibit "C"** is a true and correct copy of LLG's Table of Hours Worked and lodestar summary, showing hours by task and timekeeper, hourly rates, and total lodestar.

29. Attached hereto and marked as **Exhibit "D"** is a true and correct copy of the LWDA PAGA case detail for this matter, reflecting submission of the PAGA Notice and the Court Complaint.

30. Attached hereto and marked as **Exhibit "E"** is a true and correct copy of the DIR PAGA Unit's written confirmation acknowledging receipt of the Court Complaint submission.

31. Attached hereto and marked as **Exhibit "F"** is a true and correct copy of the Court's October 8, 2026 Order Denying Without Prejudice Plaintiff's Motion for Approval of PAGA Representative Action Settlement.

32. Attached hereto and marked as **Exhibit "G"** is a true and correct copy of the order granting approval of the PAGA settlement in *Alvarez v. CEC Entertainment, LLC,* Case No. 23CV409445, Santa Clara County Superior Court.

33. Attached hereto and marked as **Exhibit "H"** is a true and correct copy of the order granting approval of the PAGA settlement in *Zhi Huang v. Hutchinson Motors, Inc.,* Case No. C23-01698, Contra Costa County Superior Court.

34. Attached hereto and marked as **Exhibit "I"** is a true and correct copy of the proposed notice to accompany each Individual PAGA Payment check.

35. Attached hereto and marked as **Exhibit "J"** is a true and correct copy of the Declaration of Vincent R. Fisher, executed September 30, 2026.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 29th day of October 2026, in San Francisco, California.



Arlo Garcia Uriarte

EXHIBIT A

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LAKEVIEW LODGE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

Jana Garcia, individually, on behalf of the aggrieved employees, and the State of California,

Plaintiff,

v.

Lakeview Lodge, Inc. dba Lakeview Lodge of Redwood City, Inc.; and DOES 1-50,

Defendants.

Case No. 24-CIV-04478

PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

Action Filed: July 22, 2024
Judge: Hon. Nancy L. Fineman
Dept: 4

This PAGA Representative Action Settlement Agreement and Release (hereinafter "Agreement") is entered into by and between Plaintiff Jana Garcia, individually, on behalf of the aggrieved employees, and the State of California (hereinafter "Plaintiff"), and Defendant Lakeview Lodge, Inc. (hereinafter "Defendant") (collectively referred to herein as the "Parties"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1. **"Action" or "Lawsuit"** means the case entitled Jana Garcia v. Lakeview Lodge, Inc., pending in the Superior Court of the State of California, County of San Mateo, Case No. 24-CIV-04478. Unless this Agreement expressly states otherwise, all settlement, notice, release, and payment terms in this Agreement apply only to Case No. 24-CIV-04478 and the claims asserted (or that could have been asserted) in that case within the scope of the Released Claims.

2. **"Administrative Costs"** refers to all costs associated with administration of the settlement contemplated by this Agreement, which shall not exceed $2,250. Administrative Costs include all fees and costs for, among other things, printing, copying, formatting, postage, envelopes, searches to locate addresses, calculation of Individual PAGA Payments to Aggrieved Employees, preparation and filing of appropriate tax forms, any cost associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator reasonably incurs to complete the settlement process according to the terms of this Agreement. Administrative Costs are borne in the first instance by the Settlement Administrator.

3. **"Agreement"** or **"Settlement Agreement"** shall mean this PAGA Action Settlement Agreement and Release.

4. **"Aggrieved Employees"** means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period. Defendant represents that there are approximately 20 Aggrieved Employees during the PAGA Period.

5. **"Approval Hearing"** means the hearing at which the Court determines whether to grant final approval of the PAGA settlement as fair and adequate.

6. **"Complaint"** refers to the civil complaint filed in the Action on July 22, 2024.

7. **"Court"** refers to the Superior Court of California for the County of San Mateo.

8. **"Defendant"** refers to Lakeview Lodge, Inc.

9. **"Effective Date"** means the date the Court signs the Order Granting Approval of the Settlement and entering Judgment. If any Aggrieved Employee properly becomes a party of record and files an appeal, the Effective Date shall be the date on which the Court's judgment approving the settlement becomes Final. "Final" shall mean the latest of: (i) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment; or (ii) if an appeal is filed, the date the Judgment is affirmed on appeal or the appeal is dismissed.

10. **"Gross Settlement Amount"** means $220,000.00, all-inclusive and non-reversionary, to be paid to the Settlement Administrator. Because this Agreement resolves only PAGA civil penalty claims, there will be no employer-side payroll taxes paid by Defendant.

11. **"Individual PAGA Payment(s)"** refers to the amount calculated by the Settlement Administrator to distribute to each Aggrieved Employee from the 25% share of the Net PAGA Settlement Amount.

12. **"Intervenor(s)"** refers to an Aggrieved Employee who files a complaint in intervention.

13. **"Judgment"** refers to the final judgment entered by the Court in this Action following the Approval Hearing.

14. **"LWDA"** refers to the California Labor & Workforce Development Agency, which helps to enforce the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.*, and which will receive the LWDA portion of the PAGA Payment.

15. **"LWDA Letter"** refers to the notice of intent to pursue a PAGA claim against Lakeview Lodge, Inc. submitted to the LWDA by Liberation Law Group, P.C. on behalf of Plaintiff Jana Garcia.

16. **"Net PAGA Settlement Amount"** refers to the portion of the PAGA Gross

Settlement Amount that remains after accounting for Administrative Costs and the PAGA Counsel Payment.

17. **"PAGA Counsel"** refers to Arlo Garcia Uriarte of Liberation Law Group, P.C.

18. **"PAGA Counsel Payment"** refers to the amount of attorneys' fees (not to exceed 33.33% of the PAGA Gross Settlement Amount) and litigation costs (not to exceed $15,000.00) that the Court awards to PAGA Counsel in connection with the resolution of the Action in accordance with this Agreement.

19. **"PAGA Payment to the LWDA"** means the seventy-five percent (75%) of the Net PAGA Settlement Amount that is paid to the LWDA pursuant to Labor Code section 2699(i).

20. **"PAGA Period"** is deemed to be any time during the period from May 18, 2023, through February 21, 2026.

21. **"Pay Periods"** means any period of time for which an Aggrieved Employee was paid for work performed for Defendant during the PAGA Claim Period.

22. **"Released PAGA Claims"** means any and all PAGA claims alleged or that could have been alleged based on the factual allegations described in the Complaint or LWDA notice brought against Defendant during the PAGA Claim Period.

23. **"Released Parties"** refers to Lakeview Lodge, Inc., any potential joint employer, and any and all of Defendant's affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, owners, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendant's behalf), predecessors, successors, and assigns.

24. **"Settlement Administrator"** refers to Phoenix Settlement Administrators, the third-party administrator the Parties have selected, subject to Court approval. The Parties sought bids from three, reputable settlement administrators. The most competitive bid was chosen.

B. <u>Recitals and Procedural History</u>

1. **The LWDA Letter.** On or about May 18, 2023, Liberation Law Group, P.C. submitted the LWDA Letter to the LWDA via online submission and certified mail on behalf of

Plaintiff, providing notice of her intent to pursue a PAGA claim against Defendant.

2. Allegations in the Action. On July 22, 2024, Plaintiff filed a civil complaint in the Superior Court of the State of California, County of San Mateo, Case No. 24-CIV-04478. The Complaint asserts claims for: (1) failure to pay all hours worked (including overtime); (2) failure to authorize and permit meal and rest periods; (3) failure to provide accurate itemized wage statements; (4) waiting time penalties; (5) wrongful termination in violation of public policy; (6) civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698, et seq.; and (7) unfair competition under Business and Professions Code section 17200, et seq.

3. Individual Claims In addition to the representative PAGA claims, Plaintiff asserted individual claims for unpaid wages, statutory penalties, and wrongful termination. The Parties have reached a separate individual settlement agreement to resolve Plaintiff's individual claims, and this Agreement is intended to resolve only the Released PAGA Claims as defined herein.

4. Defendant's Denials. Defendant denies all allegations in the Action; denies that it violated any laws; denies that it is liable for any damages, penalties, interest, restitution, attorneys' fees, or costs; and denies that representative treatment is appropriate. Defendant contends its policies, procedures, and practices comply with all applicable laws. Nonetheless, without admitting any liability or wrongdoing, Defendant has agreed to resolve the Action on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

5. PAGA Counsel's Investigation. PAGA Counsel has investigated the facts relating to the claims alleged in the Action and analyzed Defendant's asserted defenses. Before mediation, Defendant produced informal discovery, including Plaintiff's personnel records, timekeeping and payroll data, and aggregate information regarding the size and pay periods of the Aggrieved Employee group. PAGA Counsel reviewed these materials, interviewed Plaintiff, and evaluated Defendant's pay practices and timekeeping records.

6. Negotiation of Settlement. PAGA Counsel and counsel for Defendant engaged in intensive, arm's-length negotiations overseen by a well-regarded and experienced mediator, Steve Pearl. The Parties participated in mediation, concluding on or about February 21, 2026, followed

by additional negotiations that resulted in this Agreement. Plaintiff and PAGA Counsel recommend approval of the settlement after considering the legal and factual defenses, the substantial benefits provided to Aggrieved Employees, and the risks inherent in continued litigation.

C. **Distribution of Settlement Proceeds**

1. **Administrative Costs.** The Parties seek approval of Administrative Costs to be drawn from the PAGA Gross Settlement Amount. If the Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of Administrative Costs is not a material term of this Agreement.

2. **Individual Settlement Payments.** Each Aggrieved Employee shall be entitled to an Individual PAGA Payment consisting of a share of the twenty-five percent (25%) portion of the Net PAGA Settlement Amount.

a. **Distribution formula**. Each Individual PAGA Payment will be distributed to Aggrieved Employees based on their total Pay Periods worked during the PAGA Claim Period as a percentage of the total Pay Periods attributed to all Aggrieved Employees. Every Aggrieved Employee will be credited at least one Pay Period.

b. **Explanatory Note**. The Settlement Administrator shall include a brief, neutral explanatory note (approved as to form and content by the Parties) with each Individual PAGA Payment check, explaining that the payment represents a settlement of civil penalties under the Private Attorneys General Act.

c. **Tax Treatment of Individual PAGA Payments.** One hundred percent (100%) of each Individual PAGA Payment shall be allocated as PAGA civil penalties. The Settlement Administrator shall report these payments on IRS Form 1099 as required by law. Aggrieved Employees shall be solely responsible for any tax obligations arising from these payments.

3. **Escalator Provision.** The PAGA Gross Settlement Amount is based on Defendant's representation that there are approximately 941 Pay Periods during the PAGA Claim Period. If the actual total number of Pay Periods exceeds 1,129 (i.e., more than 20% of 941),

Defendant shall, at its option, either: (i) pay a pro rata percentage increase in the PAGA Gross Settlement Amount for all Pay Periods in excess of 1,129; or (ii) reduce the PAGA Claim Period to the date on which 1,129 Pay Periods were met.

4. **Uncashed Funds (Cy Pres).** Aggrieved Employees shall have one hundred eighty (180) days from the date of issuance to cash their settlement checks. Any checks not cashed within this period shall be cancelled, and the funds represented by those uncashed checks shall be distributed to La Raza Centro Legal as the *cy pres* recipient pursuant to Code of Civil Procedure § 384. No second distribution shall be made.

5. **Funding of Gross Settlement Amount.** Within thirty (30) days after service on Defendant of the Court's order approving the PAGA settlement, Defendant shall disburse the PAGA Gross Settlement Amount (and any additional amount required by the Escalator Provision, if applicable) to the Settlement Administrator.

6. **Notice of Proposed PAGA Settlement to LWDA.** Pursuant to California Labor Code section 2699(l)(2), PAGA Counsel will submit a copy of this Agreement to the LWDA at the same time that it is submitted to the Court for approval.

7. **PAGA Counsel Payment.** PAGA Counsel shall request that the Court award a PAGA Counsel Payment, to be drawn from the PAGA Gross Settlement Amount, for (a) attorneys' fees in an amount not to exceed thirty-three and one-third percent (33.33%) of the PAGA Gross Settlement Amount, and (b) litigation costs actually incurred, not to exceed Fifteen Thousand Dollars ($15,000.00). Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves less than the amount requested, the difference shall remain part of the PAGA Gross Settlement Amount and shall be included in the Net PAGA Settlement Amount for distribution. The Court's approval of the PAGA Counsel Payment is not a material term of this Agreement.

D. Releases

1. **Inadmissibility of Settlement Documents.** The Parties agree that this Agreement and all negotiations, statements, and proceedings relating thereto shall be inadmissible in any proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement. The

Parties further intend this Agreement to be enforceable notwithstanding the confidentiality provisions of Cal. Evid. Code §§ 1119, et seq.

2. **No Admission of Liability.** Neither this Agreement, nor any of its terms, shall constitute an admission on behalf of Defendant of any form of liability or the accuracy of any allegation made by Plaintiff, the Aggrieved Employees, or PAGA Counsel. Payment of settlement funds does not extend or alter the Aggrieved Employees' periods of employment for any purpose.

3. **PAGA Settlement Release.** Upon the Court's approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with settlement terms, Plaintiff, the State of California and all PAGA Alleged Aggrieved Employees will release and be barred from seeking civil penalties against Released Parties for any and all PAGA claims alleged or that could have been alleged based on the factual allegations described in the Complaint or LWDA notice brought against Lakeview during the PAGA Claim Period.

4. **Waiver of Fees and Additional Costs.** Except as provided in the PAGA Counsel Payment section of this Agreement, Plaintiff waives any and all claims for fees, costs, indemnity, or contribution against the Released Parties. Any award of attorneys' fees and costs must be satisfied from the PAGA Gross Settlement Amount. Except as provided herein, each side shall bear its own attorneys' fees and costs.

E. <u>Miscellaneous</u>

1. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, considering all relevant factors. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

2. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3. **Construction.** Each Party participated jointly in the drafting of this Agreement, and its terms are not intended to be, and shall not be, construed against any party by virtue of

draftsmanship. The headings within this Agreement appear for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions as valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.

4. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this Agreement as well as any matter arising out of, or related to, the implementation of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without the consent of all Parties.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement, binding upon and effective as to all Parties.

6. **Disputes.** If the Parties dispute the interpretation of this Agreement, they shall first attempt to resolve the dispute informally through good faith negotiations, and, if those efforts are unsuccessful, they agree to mediate any such dispute with mediator Steve Pearl. The Parties will split the costs of the mediator, and all Parties will bear their own fees and costs. If mediation of any such dispute fails, such dispute shall be finally resolved by the Court.

7. **Duty to Cooperate.** Each Party, upon the request of another, agrees to perform such acts and to execute and to deliver such documents as are reasonably necessary to carry out this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary Administrative Costs.

8. **Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and any Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all prior and contemporaneous negotiations and understandings between the Parties.

9. **Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for purposes of this Agreement and shall be binding upon the Party who transmits the

signature page.

10. Governing Law. All terms of this Agreement shall be governed by and interpreted according to California law.

11. Interim Stay of the Action. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court's approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

12. Materiality of Terms. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If the Court does not approve any substantive terms, or if the Court effects a material change to the Agreement then the entire Agreement will be, at the Parties' discretion, void and unenforceable. Where this Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Agreement in effect, and does not give the Parties any basis to abrogate this Agreement.

13. No Impact on Employee Benefits. No payment made under this Agreement shall be considered as compensation for hours worked or hours paid for the purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff or Aggrieved Employees to additional compensation or benefits, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits.

14. No Prior Assignments or Undisclosed Liens. Plaintiff and PAGA Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any Released PAGA Claim or claim to attorneys' fees and costs award to be paid under this Agreement. Plaintiff and PAGA Counsel further represent and warrant that there are not any liens or claims against any amount that Defendant is to pay under this Agreement.

15. No Tax Advice. Neither PAGA Counsel nor Defense Counsel 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.

16. Parties' Authority. The signatories hereto represent that they are fully authorized to bind the Parties to all the terms of this Agreement.

17. Waivers and Modifications to Be in Writing. No waiver, modification, or amendment of this Agreement shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then shall be valid subject to any required Court approval. The time periods and dates provided in this Agreement with respect to hearings are subject to Court approval and modification by the Court or by written stipulation of PAGA Counsel and Defense Counsel.

F. Signatures. IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the dates set forth below:

DATED: April 27, 2026

Name: WILLIAM FLICKERTON
Title: MANAGING DIRECTOR
On Behalf of and an Authorized Representative of Defendant

DATED: _____, 2026

Plaintiff Jana Garcia

APPROVED AS TO FORM:

DATED: _____, 2026

Arlo Garcia Uriarte
PAGA Counsel
Liberation Law Group, P.C.

DATED: 05/08/ 2026, 2026

Jannat Irshad
Maurice Firgerald
Vicent Fisher
Counsel for Defendant
O'Hagan Meyer

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.

16. Parties' Authority. The signatories hereto represent that they are fully authorized to bind the Parties to all the terms of this Agreement.

17. Waivers and Modifications to Be in Writing. No waiver, modification, or amendment of this Agreement shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then shall be valid subject to any required Court approval. The time periods and dates provided in this Agreement with respect to hearings are subject to Court approval and modification by the Court or by written stipulation of PAGA Counsel and Defense Counsel.

F. Signatures. IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the dates set forth below:

DATED: _____, 2026

_____
Name:
Title:
On Behalf of and an Authorized Representative of Defendant

DATED: May 3, 2026, 2026

_____
Plaintiff Jana Garcia

APPROVED AS TO FORM:

DATED: May 3, 2026

_____
Arlo Garcia Uriarte
PAGA Counsel
Liberation Law Group, P.C.

DATED: _____, 2026

_____
Jannat Irshad
Maurice Firgerald
Vicent Fisher
Counsel for Defendant
O'Hagan Meyer

SignRequest

Signing Log

Document ID: Z2KZ6RKV

Liberation Law Group P.C. - Arlo Uriarte (signrequest@liberationlawgroup.com)

Document name:	Garcia v. Lakeview - Long Form PAGA Settlement Agreement [finalV 041326).pdf SHA256 security hash: 643b760b6cc3cc7952df9fde6183180c1d3cafc382df650d541c1903c5f70ef9
Sent on:	April 27, 2026, 2:39 a.m. (UTC)
From:	SignRequest <no-reply@signrequest.com> on behalf of (signrequest@liberationlawgroup.com)
To:	garciajana28@gmail.com
Subject:	Liberation Law Group P.C. - Arlo Uriarte (signrequest@liberationlawgroup.com) has sent you a SignRequest

Message:

> Please sign this document.
>
> Kind regards,
>
> Liberation Law Group P.C. - Arlo Uriarte (signrequest@liberationlawgroup.com)

IP address:	201.203.6.227
User agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/147.0.0.0 Safari/537.36

Arlo Uriarte (signrequest@liberationlawgroup.com)

Email address verification:	Verified by SignRequest

garciajana28@gmail.com

Email address verification:	Verified by SignRequest
Text added, page 11:	May 3, 2026
Signature added, page 11:	
IP address:	172.59.192.168
User agent:	Mozilla/5.0 (iPhone; CPU iPhone OS 18_7 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/18.7.5 Mobile/15E148 Safari/604.1
Document signed:	May 3, 2026, 2:36 p.m. (UTC)

EXHIBIT B

Liberation Law Group P.C.

Liberation Law Group P.C., 2760 Mission Street

San Francisco, CA 94110

INVOICE

Matter: Garcia v. Lakeview Lodge of Redwood City Inc.

COSTS:

3/15/2024 Printing/Scanning	$0.29
3/15/2024 Postage	$0.61
3/15/2024 Postage	$0.61
4/30/2024 E106 Online research Lexis Charges April 2024	$14.49
5/3/2024 E108 - Certified mailing of PAGA Notification to Defendant	$4.79
5/3/2024 E101 - Copies of PAGA Notification	$1.14
7/23/2024 E112 Court fees - One Legal Credit Sale#06218832 Complaint,Civil Case Cover Sheet, Summons	$443.73
10/6/2024 E107 Delivery services/messengers - Western Messenger Service Inv Invoice#946 LLG to Lakeview Lodge Inc 530 Lakeview Way Emerald Hills CA94062	$143.55
10/8/2024 E112 Court fees - One Legal Credit Sale#06442953 dated 10/08/24 Proof of Service	$18.34
4/25/2025 E112 Court fees - One Legal Credit Sale#07046371 dated 04/25/2025 Case Management Statement	$22.45
7/29/2025 One Legal - Stipulation and Order to ADR	$22.45
1/8/2026 Mediation Fee	$11,875.00
2/12/2026 Motion Prel + Copies	$133.00
5/13/2026 Complex case fee	$1000,00
TOTAL:	$13,680.45

EXHIBIT C

Table of Hours Worked

	Pre-Litigation Investigation	Complaint Drafting & Answer Review	Case Management	Informal Information Exchange	Mediation, Negotiations and Agreements	Approval Motion	Total Hours
Arlo Uriarte	10.2	6.1	7.5	12.9	14.2	3.2	**54.1**
Nick Aguilar	3.8	7.2	1.8	7.7	25.2	11.8	**57.5**
Luiseth Contreras	9.8	1	6.3	4.2	5.5	1.2	**28**
Kristoffer Solomon	0.00	0.00	0	16.5	0.00	0.00	**16.5**
TOTAL	**23.8**	**14.3**	**15.6**	**41.3**	**44.9**	**16.2**	**156.1**

	Rate	Total
Arlo Uriarte	$ 800	$ 43,280
Nick Aguilar	$ 400	$ 23,000
Luiseth Contreras	$ 280	$ 7,840
Kristoffer Solomon	$ 300	$ 4,950
TOTAL		**$79,070.00**

EXHIBIT D

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1026160-24
Plaintiff for PAGA Case: Jana Garcia
Filer/Attorney for PAGA Case: Arlo Uriarte
Law Firm for PAGA Plaintiff: Liberation Law Group, P.C.
Employer: Lakeview Lodge, Inc. dba Lakeview of Lodge of Redwood City, Inc.
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Mateo County Superior Court
PAGA Court Case Number: 24-CIV-04478
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 09/21/2026 01:54:08 PM by Luiseth Contreras	Complaint (26).pdf	09/21/2026 01:54 PM	Court Complaint
PAGA Notice Submitted on 05/03/2024 03:11:07 PM by Arlo Uriarte	Garcia v Lakeview Lodge_PAGA Letter (FINAL).pdf	05/03/2024 03:11 PM	PAGA Notice

EXHIBIT E

Thank you for your Court Complaint Submission.

From: DIR PAGA Unit (no-reply@formassembly.com)

To: luiseth@liberationlawgroup.com

Date: Monday, September 21, 2026 at 02:54 PM CST

09/21/2026 01:54:08 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT F

Electronically
FILED
By Superior Court of California, County of San Mateo
ON 10/08/2026
By /s/ Chen, Jeanne
Deputy Clerk

LIBERATION LAW GROUP, P.C.
Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorneys for Plaintiff
JANA GARCIA

Electronically
RECEIVED
9/22/2026
CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MateO

Jana Garcia, individually, on behalf of the aggrieved employees, and the State of California,

Plaintiff,

v.

Lakeview Lodge, Inc. dba Lakeview Lodge of Redwood City, Inc.; and DOES 1 through 50,

Defendants.

Case No.: 24-CIV-04478

NF

~~[Proposed]~~ **ORDER DENYING WITHOUT PREJUDICE PLAINTIFF'S MOTION FOR APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT**

Action Filed: July 22, 2024
Judge: Hon. Nancy L. Fineman

Plaintiff JANA GARCIA's (hereinafter "Plaintiff") submitted Motion for Approval of PAGA Representative Action Settlement came on for hearing on September 8, 2026, at 2:00 p.m., in Department 4 of the above-entitled Court, the Honorable Nancy L. Fineman presiding.

Having considered the moving papers and the record in this action, and the matter having been submitted without oral argument, the Court orders as follows:

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion for Approval of PAGA (Private Attorneys General Act) Representative Action Settlement is **DENIED WITHOUT PREJUDICE** based on the following findings:

- The Court cannot determine on the present record that the proposed settlement is fair, reasonable, and adequate in view of PAGA's purposes.
- Threshold Statutory Requirements: Plaintiff has not provided proof of service showing submission of the settlement agreement or the initial complaint to the Labor and Workforce Development Agency (LWDA), as required by California Labor Code section 2699, subdivisions (s)(1) and (s)(2). Additionally, no proposed notice to the aggrieved employees was submitted for judicial review and approval.
- Potential Conflict Between Plaintiff and the Aggrieved Employees: The Court noted that Plaintiff settled her individual case for $40,000, and that the motion did not provide sufficient details explaining the disparity between Plaintiff's individual settlement and the recovery to aggrieved employees, including when, why, and how Plaintiff's individual settlement was reached.
- Attorneys' Fees: The evidentiary record is insufficient to complete the required cross-check on attorneys' fees, including justification for pre-litigation investigation tasks, evidence of reasonable local market hourly rates in San Mateo County (*Tidrick v. FCA US LLC* (2025) 112 Cal.App.5th 1147, 1157), and delegation of work among attorneys of varying seniority.

2. A Case Management Conference is set for April 20, 2027, at 9:30 a.m. in Department 4. The parties shall file a Joint Case Management Statement at least five (5) court days prior to the conference.

3. Plaintiff's counsel shall provide written notice of this order to all parties who have appeared in the action, as required by law and the California Rules of Court.

Dated: _____, 2026

Electronically
SIGNED
By /s/ Fineman, Nancy
10/07/2026
Judge Hon. Nancy L. Fineman

EXHIBIT G

on 6/9/2026 2:51 PM Reviewed By: A. Floresca Env. #24028671 Case #23CV409445

Filed
June 10, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV409445
By: afloresca

6/10/2026 11:43:21 AM

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
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Jonathan Lee (SBN 267146)
Jonathan.Lee@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Higinio Alvarez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

HIGINIO ALVAREZ, DANIELA HERNANDEZ-AYALA, STACEY VELAZQUEZ, as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other non-party Aggrieved Employees,

Plaintiffs,

vs.

CEC ENTERTAINMENT, LLC, a Texas limited liability company; CEC ENTERTAINMENT, INC., a Kansas corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV409445

Assigned to the Hon. Theodore C. Zayner

~~[PROPOSED]~~ ORDER GRANTING MOTION FOR COURT APPROVAL OF PAGA SETTLEMENT

Complaint Filed: January 3, 2023
Trial Date: None Set

[PROPOSED] ORDER

This is a representative action arising from alleged wage and hour violations. Plaintiffs Higinio Alvarez, Daniela Hernandez-Ayala, and Stacey Velazquez (collectively, "Plaintiffs") seek penalties under the Private Attorneys General Act ("PAGA"), alleging failures to pay overtime, pay regular rate wages, pay minimum wages, provide meal and rest periods, provide wage statements and maintain records, and timely pay wages during employment and after separation.

Plaintiffs move for approval of the PAGA settlement reached by the parties. A true and correct copy of the settlement ("Agreement") is attached hereto as Exhibit 1, and incorporated by reference.

The motion was heard on June 3, 2026 at 1:30 p.m. in Department 19 of Santa Clara Superior Court before the Honorable Theodore C. Zayner. The motion is unopposed. As discussed below, the Court GRANTS the motion for approval of the PAGA settlement, VACATES the Case Management Conference set for 2:30 p.m. on June 3, 2026, and sets a compliance hearing for March 3, 2027 at 2:30 p.m. in Department 11.

I. Legal Standard

A trial court must review and approve any settlement of an action filed under the Private Attorneys General Act ("PAGA"). (Lab. Code, § 2699, subd. (s)(2).) The trial court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) A PAGA settlement may be substantially discounted, and courts often exercise their discretion to award PAGA penalties below the statutory maximum. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213.)

II. Settlement Terms and Administration

A. Provisions of the Settlement

Plaintiffs move for approval of a proposed settlement made on behalf of a group of Aggrieved Employees, defined as:

> All current and former hourly paid, non-exempt California employees of Defendants who worked at any time during the Settlement Period [October 30, 2021 through April 13, 2025][1].

(Declaration of Raul Perez ("Perez Decl."), Ex. 1 ("Agreement"), ¶¶ 1.2, 1.14.)

Under the terms of the settlement, Defendants CEC Entertainment, LLC and CEC Entertainment, Inc. (collectively, "Defendants") will pay a gross settlement amount of $1,755,000. (See Memorandum, pp. 10:16–12:19; Agreement, ¶¶ 27–34.) This amount includes attorney fees in the amount of $585,000 (one third of the gross settlement amount), litigation costs up to $30,000, service awards of $1,500 to each of the three Plaintiffs named in the First Amended Complaint, and settlement administration costs up to $20,000. Of the remaining net settlement amount, 75 percent will be paid to the LWDA, and 25 percent will be distributed to the approximately 8,297 Aggrieved Employees based on the number of pay periods worked. Funds from checks that are not cashed within 180 days from the date of issuance will be sent to the State of California Unclaimed Property Fund in the name of the Aggrieved Employee whose check went uncashed.

The Agreement further provides that Defendants will pay Plaintiffs $15,000 each as General Release Payments, to be paid separately from and in addition to the gross settlement amount, for general releases of all claims Plaintiffs may have arising out of their employment. (Agreement, ¶ 32.) "The Parties agree to memorialize the terms and conditions pertaining to the General Release Payments in a separate agreement between Defendants and each of the three Plaintiffs." (*Ibid.*)

In exchange for the settlement, Aggrieved Employees are deemed to release Defendants and related people and entities from "any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Actions with respect to Aggrieved Employees based on the facts alleged in the Actions during the Settlement Period." (Agreement, ¶¶ 11, 13, 33.) The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

[1] The parties agreed to amend the end date of the settlement period to be April 13, 2025 instead of May 14, 2025. (Memorandum p. 11:4-21.)

B. Fairness of the Settlement

Plaintiffs contend the PAGA settlement is fair and reasonable. (Memorandum, pp. 12:20–18:3; Perez Decl., ¶¶ 4–10; Declaration of Paolo Policastro ("Policastro Decl."), ¶ 24.) Plaintiffs' counsel explains that the parties participated in mediation with Daniel Turner, Esq., on March 14, 2025. (Perez Decl., ¶ 4.) Defendants provided Plaintiffs with discovery, including the relevant written policies and procedures, a list of non-exempt hourly positions, and random samples of time and pay records. (*Id.* at ¶ 9.) Plaintiffs also retained private investigators to document workplace conditions at 21 different locations throughout California. (*Ibid.*) Based on their investigation, Plaintiffs provide an analysis of Defendants' exposure, according to which the Defendants face a total maximum exposure of $129,756,600 and a risk-adjusted exposure of $12,023,970. (Memorandum, pp. 14:6–14:18.)

The gross settlement amount of $1,755,000 represents a recovery of approximately 1.4 percent of Defendants' estimated total maximum exposure and 14.6 percent of Defendants' risk-adjusted exposure. Given that trial courts can and do exercise their discretion to reduce the total PAGA penalties imposed, the Court finds that Plaintiffs' counsel has adequately explained the rationale behind the settlement amount. (See *Carrington, supra*, 30 Cal.App.5th at p. 529.)

The Court has reviewed Plaintiffs' written submissions in support of the settlement and is satisfied that the PAGA settlement is fair and may be approved.

C. Incentive Award, Fees and Costs

Plaintiffs seek service awards in the amount of $1,500 each ($4,500 total). (Memorandum, p. 24:10–25:26.) As referenced above, the Agreement provides the Defendants will pay each of the three Plaintiffs a $15,000 amount in exchange for a general release of all claims, and these payments will not come from the gross settlement amount. The Court is satisfied that the service awards are justified and the amounts requested are reasonable.

Plaintiffs' counsel seeks attorney fees of $585,000 (one third of the gross settlement amount). (Memorandum, pp. 18:4–23:20; Perez Decl. ¶¶ 20–24; Policastro Decl., ¶¶ 12-22.) Plaintiffs' counsel submits that the current lodestar in this action is $408,775, based on a total of 521.6 hours billed at rates from $625–1,050. (Memorandum, p. 20:18–25.) This results in a multiplier of 1.43, which is within the general range of multipliers that California courts have found to be reasonable. The Court finds the

requested fees to be reasonable as a percentage of the total recovery and therefore approves a fee award in the amount requested.

Plaintiffs' counsel also requests reimbursement of litigation costs in the total amount of $23,049.02 and provides evidence of costs incurred in that amount. (Memorandum, pp. 23:21–24:9; Perez Decl., ¶ 25; Policastro Decl., ¶ 23.) The Court finds the costs to be reasonable and approves reimbursement of costs in the amount requested.

Plaintiffs also seek up to $20,000 in settlement administration costs to ILYM Group, Inc. (Memorandum, p. 8:20–21; Agreement, ¶ 34.) The Court appoints ILYM Group, Inc. as settlement administrator and approves settlement administration costs up to $20,000, according to proof at the compliance hearing.

III. Conclusion

The Court GRANTS the motion for approval of the PAGA settlement, VACATES the Case Management Conference set for 2:30 p.m. on June 3, 2026, and sets a compliance hearing for March 3, 2027 at 2:30 p.m. in Department 11.

A Judgment will be entered separately.

IT IS SO ORDERED.

Date June 9, 2026

Hon. Theodore C. Zayner
Santa Clara County Superior Court Judge

EXHIBIT “1”

Docusign Envelope ID: F501D80B-0E70-4252-82AD-C378B0A6CDB3

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

HIGINIO ALVAREZ, as an aggrieved employee pursuant to the Private Attorney Generals Act ("PAGA"), on behalf of the State of California and other non-party Aggrieved Employees, Plaintiff, v. CEC ENTERTAINMENT, LLC, a Texas limited liability company; CEC ENTERTAINMENT, INC., a Kansas corporation; and DOES 1 through 10, inclusive, Defendants.	Case No. 23CV409445 **PAGA SETTLEMENT AGREEMENT**

Docusign Envelope ID: F501D80B-0E70-4252-82AD-C378B0A6CDB3

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Santa Clara ("Court"), Plaintiffs Higinio Alvarez, Daniela Hernandez-Ayala, and Stacey Velazquez ("Plaintiffs"), on behalf of the State of California and other Aggrieved Employees as defined below, and Defendants CEC Entertainment, LLC and CEC Entertainment, Inc. ("Defendants") (collectively with Plaintiffs, the "Parties") hereby agree to the following binding settlement ("Agreement," "Settlement," or "Settlement Agreement") of Plaintiffs' claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). By executing this Agreement, the Parties intend to settle the lawsuits entitled *Alvarez v. CEC Entertainment, LLC*, No. 23CV409445 (Santa Clara County Superior Court), *Velazquez v. CEC Entertainment, LLC*, No. 2:24-cv-03519-AB-AGR (C.D. Cal.), and *Hernandez-Ayala v. CEC Entertainment, LLC*, No. CIVSB2417850 (San Bernardino County Superior Court), all of which involve claims brought under PAGA.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "**Actions**" means *Alvarez v. CEC Entertainment, LLC*, No. 23CV409445 (Santa Clara County Superior Court) ("Alvarez Action"); *Velazquez v. CEC Entertainment, LLC*, Case No. 24STCV13234 ("Velazquez PAGA Action"); and *Hernandez-Ayala v. CEC Entertainment, LLC*, No. CIVSB2417850 (San Bernardino County Superior Court) ("Hernandez Action").

2. "**Aggrieved Employees**" means all current and former hourly paid, non-exempt California employees of Defendants who worked at any time during the **Settlement Period**.

3. "**Court**" means the Superior Court for the State of California, County of Santa Clara.

4. "**Escalator Clause**" refers to the condition necessary to increase the Gross Settlement Amount (as defined below). In the event that Defendants' data shows that the actual number of pay periods worked by the Aggrieved Employees during this period exceeds 186,485, Defendants shall have the option to: (a) shorten the Settlement Period so that the total pay periods does not exceed 186,485 or (b) proceed with the release through the Settlement Period provided herein with a pro rata increase of the Gross Settlement Amount, by increasing the Gross Settlement Amount by the same number of



Docusign Envelope ID: F501D80B-0E70-4252-82AD-C378B0A6CDB3

percentage points by which the actual number of pay periods worked during the Settlement Period exceeds 186,485 (for example, if the number of pay periods increases by 11% beyond 186,485, the Gross Settlement Amount will increase by 11%).

5. "**Effective Date**" refers to the date upon which all of the following have occurred: (a) approval of the Settlement is granted by the Court overseeing the Amended Complaint for Settlement Purposes in the Alvarez Action, or other court assuming jurisdiction of this matter, and (b) the Court's judgment approving the settlement becomes Final. "Final" shall mean the latest of: (a) if there is an appeal of the Court's Judgment, the date on which the judgment is affirmed on appeal, the date of dismissal of such appeal, and the expiration of the time to file a petition for review to the California Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (b) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition; or (c) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment; i.e., 60 days after entry of judgment.

6. "**General Release Payments**" means the amounts to be paid to Plaintiffs as payment for general releases of all claims arising out of their employment with Defendants. The General Release Payments will be paid separately from, and in addition to, the Gross Settlement Amount.

7. "**Gross Settlement Amount**" means the settlement amount of One Million Seven Hundred Fifty-Five Thousand Dollars ($1,755,000) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Actions.

8. "**LWDA**" means the California Labor and Workforce Development Agency.

9. "**PAGA Penalties Fund**" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Awards, and Settlement Administrator Costs.

10. "**Plaintiffs' Counsel**" means Capstone Law APC and Lavi & Ebrahimian, LLC.

11. "**Released Parties**" means Defendants, any of their current or former parents, successors, predecessors, affiliates, subsidiaries or related entities, or any of their current or former officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, or attorneys.

12. "**Service Awards**" means the amounts to be paid to Plaintiffs as payment for their

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service on behalf of the LWDA and Aggrieved Employees. Subject to the Court's approval, the Service Awards shall not exceed $1,500.00 for each Plaintiff. Defendants will not oppose this request. Any amount not approved by the Court shall be allocated to the PAGA Penalties Fund.

13. "**Settled Claims**" means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Actions with respect to Aggrieved Employees based on the facts alleged in the Actions during the Settlement Period.

14. "**Settlement Period**" means October 30, 2021 through May 14, 2025.

RECITALS

15. On October 26, 2022, March 22, 2024, and August 13, 2024, Plaintiffs submitted PAGA Notices to the LWDA, alleging various Labor Code violations and applicable Industrial Welfare Commission Wage Orders.

16. On September 14, 2023, Plaintiff Higinio Alvarez filed a PAGA representative action against Defendants in Santa Clara County Superior Court entitled, *Alvarez v. CEC Entertainment, LLC et al.*, Case No. 23CV409445.

17. On March 22, 2024, Plaintiff Stacey Velazquez filed a class action against Defendants in Los Angeles Superior Court entitled *Velazquez v. CEC Entertainment, LLC et al.*, Case No. 24STCV07299. Thereafter, on May 28, 2024, Plaintiff Velazquez filed a PAGA representative action against Defendants in Los Angeles Superior Court entitled, *Velazquez v. CEC Entertainment, LLC et al.*, Case No. 24STCV13234. Defendants removed the class action case to federal court and the case is now pending in the United Stated District Court for the Central District of California as *Velazquez v. CEC Entertainment, LLC*, No. 2:24-cv-03519-AB-AGR (C.D. Cal.).

18. On May 31, 2024, Plaintiff Daniela Hernandez-Ayala filed a class action against Defendants in San Bernardino Superior Court entitled, *Hernandez-Ayala v. CEC Entertainment, LLC*, No. CIVSB2417850.

19. As part of the discovery process, Defendants provided Plaintiffs with all of the relevant written policies and procedures, a list of non-exempt hourly positions, random samples of time records and electronic pay records.

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20. Defendants also furnished Plaintiffs with data points for the Settlement Period, showing the number of Aggrieved Employees and the number of pay periods worked by Aggrieved Employees.

21. Plaintiffs' Counsel represent they have thoroughly investigated Plaintiffs' claims against Defendants. Plaintiffs' Counsel further represent they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of the Actions, including the review of the records produced by Defendants. In addition, Plaintiffs' Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendants, and the potential defenses thereto. All Parties have had ample opportunity to evaluate their respective positions on the merits of the claims asserted.

Private Mediation

22. On March 14, 2025, the Parties attended a full-day mediation with Daniel J. Turner, Esq., a highly respected mediator. At the end of a full-day mediation, the Parties reached an impasse. However, the Parties continued settlement discussions after the mediation to facilitate further settlement negotiations.

23. On July 3, 2025, the Parties accepted a mediator's proposal to settle the Actions.

24. The Parties have agreed to settle the Actions for an amount not to exceed $1,755,000 (i.e. the Gross Settlement Amount). The entire Gross Settlement Amount will be disbursed pursuant to the terms and conditions of this Agreement, and none of it will revert to Defendants.

25. **The Settlement Is The Result of Arms' Length Negotiations.** Based on the foregoing investigation and evaluation, Plaintiffs' Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the State of California and the Aggrieved Employees. The terms of the Settlement also reflect extensive exchange of information and data between the Parties, which allowed Plaintiffs' Counsel to fully evaluate the potential risks in pursuing the underlying claims on the merits. This Agreement was reached after extensive arms'-length negotiations, including a full-day mediation with a mediator, and it was negotiated in light of all known facts and circumstances, including the risks of significant delay and uncertainty associated with litigation, the risk that the Actions would not be permitted to proceed on a representative basis, various defenses asserted by Defendants, and numerous potential appellate issues. Plaintiffs' Counsel also evaluated the

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interest of the Aggrieved Employees and the State of California in receiving a timely settlement, rather than continued litigation in this Action.

26. **The Parties' Intent**. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge the Settled Claims. The Parties also intend to effectuate the full scope of the released PAGA claims in this agreement.

TERMS

27. Amended Complaint for Settlement Purposes. Plaintiffs' Counsel will file an amended Complaint in the Alvarez Action that: (a) adds Plaintiffs Velazquez and Hernandez-Ayala as co-Plaintiffs, and (b) consolidates all claims and allegations pleaded in Actions into the Velazquez PAGA Action. Once Plaintiffs Velazquez and Hernandez-Ayala have their PAGA claims and allegations consolidated into the Alvarez Action, Plaintiffs Velazquez and Hernandez-Ayala shall dismiss all claims in the Velazquez PAGA Action and the Hernandez Action respectively and without prejudice.

28. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay the Gross Settlement Amount, not to exceed One Million Seven Hundred Fifty-Five Thousand Dollars ($1,755,000) to settle the Actions. The Gross Settlement Amount is a material term of the Agreement and shall not be increased for any reason, unless the Escalator Clause is triggered. The Gross Settlement Amount includes Plaintiffs' attorneys' fees, litigation costs and expenses, Service Awards, Settlement Administration Costs, and PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

29. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

29(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total

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number of pay periods worked by all Aggrieved Employees during the Settlement Period.

29(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

29(c) The Gross Settlement Amount is based on Defendants' representation that the Aggrieved Employees worked approximately One Hundred Eighty-Six Thousand Four Hundred Eighty-Five (186,485) Pay Periods during the Settlement Period. In the event the number of Pay Periods worked by the Aggrieved Employees exceeds 186,485, then Defendants will have the option to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above 186,485 (for example, if the number of Pay Periods increases by 11% beyond 186,485, the Gross Settlement Amount will increase by 11%), or (ii) shorten the Settlement Period to an earlier date at which only 186,485 pay periods are covered by the Settlement Period.

30. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Five Hundred Eighty Five Thousand Dollars ($585,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Thirty Thousand Dollars ($30,000), both of which will be paid from the Gross Settlement Amount. If the Court does not approve or approves only a lesser amount than that requested by Plaintiffs' Counsel for attorneys' fees and costs, the other terms of the Agreement shall still apply. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be

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added to the PAGA Penalties Fund. The award of attorneys' fees will be divided between Plaintiffs' Counsel as follows: (a) eighty-five percent (85%) to Capstone Law APC and (b) fifteen percent (15%) to Lavi & Ebrahimian, LLC. Plaintiffs' Counsel will be responsible for submitting all documents to support their request for attorneys' fees, costs, and expenses in connection with the Actions. Defendants shall have no liability for any other attorneys' fees, costs or expenses in connection with the Actions.

31. Service Awards. For Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose or impede any application or motion by Plaintiffs for a service award of up to One Thousand Five Hundred Dollars ($1,500), each ("Service Awards"). The Service Awards shall be paid from the Gross Settlement Amount, as enhancements for their services as the representatives of the Aggrieved Employees and State of California. The Service Awards shall be in addition to any pro rata share of the PAGA Penalties Fund that Plaintiffs may otherwise receive under the Agreement. For tax purposes, the Service Awards will be treated non-wages for which IRS Forms 1099-MISC will be issued. Plaintiffs will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. Plaintiffs shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payment of the Service Award. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Service Awards sought by Plaintiffs is not ultimately awarded by the Court. The Parties agree that a denial or reduction by the Court of the requested Service Awards is not a basis for rendering the entire Agreement voidable or unenforceable. Any reductions by the Court of the Service Award shall be part of the PAGA Penalties Fund.

32. General Release Payments. For general releases of all claims Plaintiffs may have against Defendants arising out of their employment, Defendants agree to pay Plaintiffs the sum of Fifteen Thousand Dollars ($15,000), each ("General Release Payments"). The General Release Payments will be paid separately from, and in addition to, the Gross Settlement Amount. For tax purposes, the General Release Payments will be allocated between wages and non-wages for which an IRS Form W-2 and IRS Forms 1099-MISC will be issued. The Parties agree to memorialize the terms and conditions pertaining to the General Release Payments in a separate agreement between Defendants and each of the three Plaintiffs.

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33. Release By Plaintiff, The State of California, and the Aggrieved Employees. Plaintiffs, on behalf of themselves, the State of California, and the Aggrieved Employees fully and finally release and forever discharge the Released Parties from any and all Settled Claims during the Settlement Period. As a result of this release, Plaintiff, the State of California, and the Aggrieved Employees will not be able to bring a claim or seek civil penalties or any other forms of relief against Defendants based on the Settled Claims that took place during the Settlement Period.

34. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately 8,297 Aggrieved Employees, Settlement Administration Costs are estimated at Twenty Thousand Dollars ($20,000). Any reduction by the Court or any unused amount shall revert to the Gross Settlement Amount. The Settlement Administrator shall assist in all aspects of the settlement process for the Actions, including, but not limited to:

34(a) Establishing a separate employer identification number and a QSF, tax reporting, making tax payments, providing required 1099 and W-2 forms;

34(b) Calculating and distributing attorneys' fees and costs, Service Awards, and net settlement amount, including individual aggrieved employee settlement amounts and PAGA Penalties Fund, and Settlement Administration Cost;

34(c) Printing, distributing, tracking, sending, and resending of notice to Aggrieved Employees with distribution of PAGA payments pursuant to the terms of this Agreement; and

34(d) Tracking and distributing any unclaimed portions of the QSF to the California State Controller's Office pursuant to California's Unclaimed Property Law.

35. Court Approval of the Settlement and Distribution of Settlement Payments. Upon execution of this Agreement, Plaintiffs' Counsel shall file an Amended Complaint in the Alvarez Action

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as contemplated in Section 27, *supra*. After Plaintiffs' Counsel successfully amends the Complaint in the Alvarez Action, Plaintiffs' Counsel shall prepare the Motion for Approval of PAGA Settlement to be filed in the Action. The Motion for Approval of PAGA Settlement shall seek an order to approve the proposed Settlement according to the terms in this Agreement. The Motion for Approval of PAGA Settlement also shall seek an order that provides for the Notice to be sent to Aggrieved Employees as specified in this Agreement. The Motion for Approval of PAGA Settlement shall include the bases for the Gross Settlement Amount and why the amount is reasonable in light of the facts and controlling authorities pertaining to the claims alleged in the Action. Plaintiffs will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). Plaintiffs' Counsel shall give written notice of the PAGA Settlement to the LWDA simultaneously with the filing of the Motion for Approval of PAGA Settlement in the Actions pursuant to Labor Code § 2699(s)(2).

36. List of Aggrieved Employees. Within thirty (30) calendar days after the Effective Date, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number (if available); Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

37. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date, Defendants will deposit the Gross Settlement Amount and General Release Payments into the QSF to be established by the Settlement Administrator ("Funding Date"). Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

38. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue

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each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. For tax purposes, the Parties agree that the PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for which a Form 1099 will be issued to reflect these payments. Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts they receive. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.

39. Settled Claims. Upon the Funding Date, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against Defendants any and all Settled Claims that arose during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

40. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

41. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any

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Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

42. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

43. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

44. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

45. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

46. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

47. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to

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reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

48. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

49. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

50. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

52. Stipulation To Representative Action for Settlement Purposes Only. The Parties agree to stipulate that the representative action is appropriate for purposes of the settlement only. If, for any reason, the Settlement is not approved, the stipulation will be void, and Defendants shall have the full opportunity to file any motion to challenge liability for the PAGA claims or to challenge the manageability of PAGA claims. The Parties further agree that the stipulation is not an admission or waiver by Defendants to challenge the propriety of the PAGA claims, including whether PAGA claims are appropriate for adjudication on a representative basis.

53. Plaintiffs' Counsel's Representation. Plaintiffs' Counsel agree and represent that they will not engage in any conduct to undermine the terms of the Agreement. The Parties agree that verifiable electronic signatures are sufficient. However, if the Court orders wet signatures, the Parties will follow the Court's Order.

54. DocuSign Or Scanned Signatures. Any party may sign and deliver this Agreement by



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signing on the designated signature block and transmitting that signature page via DocuSign or as an imaged attachment. Any signature made and transmitted by DocuSign or as an imaged attachment for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.

55. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

56. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Settlement Agreement valid and enforceable.

57. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

58. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

59. Interim Stay of Proceedings. The Parties agree to refrain from further litigation in the Actions, except such proceedings necessary to implement and to obtain approval of the terms of the Agreement. If the Settlement is not finally approved, the Parties agree that they will revert to their positions in the lawsuit prior to the time the Agreement was reached, and no terms set forth in this Agreement will be admissible in any future proceedings in this case or any other action.

60. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

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conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

62. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

63. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

64. No Initiated Publicity. Plaintiffs' Counsel shall not take any action or initiate to publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this Settlement or its terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, blogs, websites, newspapers, Internet posting, Facebook, Instagram, Twitter or any other social media, or information furnished to legal news media, including but not limited to Bloomberg Law, Law 360, and the Daily Journal. Plaintiffs' Counsel shall not refer to Defendants by name (including, but not limited to, brand name) in its public marketing materials, law firm websites, or posting with any other organizations, such as the California Employment Lawyers Association ("CELA"). Plaintiffs' Counsel further agree and warrant that if they were contacted by media outlets regarding this case, they will simply state that the lawsuit exists and has been resolved. Nothing herein will restrict Plaintiffs' Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience or for purposes of seeking court approval of comparable settlements.

65. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this



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Settlement Agreement.

66. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

67. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Defendants deny and continue to deny all of the allegations made by Plaintiffs in the Actions, and deny and continue to deny that they are liable or owes any damages, penalties or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Actions. Defendants deny any liability or wrongdoing of any kind in connection with Plaintiffs' claims, and contend that, during all relevant times, they complied with all applicable California and federal law. Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting that a representative action is appropriate except for settlement purposes alone, Defendants have agreed to settle the Actions on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties understand and agree that this Agreement and any exhibits thereto are settlement documents and shall be inadmissible for the purpose of showing liability against Defendants or the Released Parties. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

68. Papers To Be Filed With The Court. All papers to be filed with the Court by any Party in

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connection with this Agreement shall be submitted to the other parties at least three business days prior to filing. The other parties shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 3/28/2026

Signed by:
8F23A6FB5D67410...
Higinio Alvarez

PLAINTIFF

Dated: _____

Daniela Hernandez-Ayala

PLAINTIFF

Dated: _____

Stacey Velazquez

DEFENDANTS

Dated: _____

Name of Authorized Signatory
CEC Entertainment, LLC and CEC Entertainment, Inc.

ATTORNEYS FOR DEFENDANTS

Dated: _____

Seyfarth Shaw LLP

ATTORNEYS FOR PLAINTIFF HIGINIO ALVAREZ AND DANIELA HERNANDEZ-AYALA

Dated: _____

Capstone Law APC

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Higinio Alvarez

PLAINTIFF

Dated: 3/27/2026

DocuSigned by:
F93902CBC7C94D4...

Daniela Hernandez-Ayala

PLAINTIFF

Dated: _____

Stacey Velazquez

DEFENDANTS

Dated: _____

Name of Authorized Signatory
CEC Entertainment, LLC and CEC Entertainment, Inc.

ATTORNEYS FOR DEFENDANTS

Dated: _____

Seyfarth Shaw LLP

ATTORNEYS FOR PLAINTIFF HIGINIO ALVAREZ AND DANIELA HERNANDEZ-AYALA

Dated: 3/27/2026

Capstone Law APC

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Higinio Alvarez

PLAINTIFF

Dated: _____

Daniela Hernandez-Ayala

PLAINTIFF

Dated: April 7, 2026

Signed by:
B7BAE95BF63B411...

Stacey Velazquez

DEFENDANTS

Dated: 3/24/2026

David A. Deck

Name of Authorized Signatory David A. Deck

CEC Entertainment, LLC and CEC Entertainment, Inc.

APPROVED AS TO FORM ONLY

ATTORNEYS FOR DEFENDANTS

Dated: March 24, 2026

Seyfarth Shaw LLP

APPROVED AS TO FORM ONLY

ATTORNEYS FOR PLAINTIFF HIGINIO ALVAREZ AND DANIELA HERNANDEZ-AYALA

Dated: _____

Capstone Law APC

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APPROVED AS TO FORM ONLY

Dated: April 7, 2026

ATTORNEYS FOR PLAINTIFF STACEY VELAZQUEZ

Signed by:
Vincent C. Granberry
78C090D94AF8405...

Lavi & Ebrahimian, LLP

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Alvarez v. CEC Entertainment, LLC*, No. 23CV409445 (Santa Clara County Superior Court)

Dear <<FIRST_NAME>> <<LAST_NAME>>:

CEC Entertainment LLC has entered into a compromise and settlement of the lawsuit entitled *Alvarez et al. v. CEC Entertainment LLC*, No. 23CV409445 (Santa Clara County Superior Court) (the "Action") in connection with claims brought under the Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered the enclosed settlement check.

If you have any questions, please contact the court-approved administrator, <<NAME OF ADMINISTRATOR>>, using the information below.

<<Name of Administrator>>
<<Address>>
<<City>><<State>><<Zip>>
Tel: (___) ___-____
Email: _____

EXHIBIT H

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jackland K. Hom (State Bar #327243)
jackland@zakaylaw.com
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Attorneys for PLAINTIFF

FILED
MAY 01 2026
S. LIND CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By K. Jinkerson Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

ZHI H. HUANG, an individual, in his representative capacity on behalf of the State of California and fellow Aggrieved Employees,

Plaintiff,

vs.

HUTCHINSON MOTORS, INC., a California corporation; MICHAEL C. STEAD, INC., a California corporation; MICHAEL STEAD'S AUTO DEPOT, INC., a California corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: C23-01698

~~[PROPOSED]~~ ORDER GRANTING PLAINTFFS' MOTION TO APPROVE PAGA SETTLEMENT AND JUDGMENT

Date: **4/29/26**
Time: **9:00 a.m.**

Judge: **Hon. Benjamin T. Reyes II**
Dept: **16**

****PER THE ATTACHED TENTATIVE RULING**

Processed by Court on 12/12/2025 2:36 PM

Plaintiff Zhi H. Huang ("Plaintiff") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(s), against Defendant Hutchinson Motors, Inc. ("Defendant").

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the Stipulation of Settlement of PAGA Action and Release of PAGA Claims ("Settlement Agreement"). The California Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the settlement via its online process and no objection has been received to the settlement or the motion from the LWDA. The Parties seek approval of the settlement of Plaintiff's PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement Agreement, which was filed with the Court ("PAGA Settlement"). The PAGA Settlement provides for a Gross Settlement Amount in the total sum of $100,000.00, which includes: i) the Net Settlement Amount; ii) Plaintiff's Counsel Award in the amount of $35,826.28, comprised of attorneys' fees in the amount of $33,333.33 and reimbursed litigation expenses in the amount of $2,492.95; and iii) Settlement Administration Costs of $4,000. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after the deduction of the Settlement Administration Costs and Plaintiff's Counsel Award. The Administrator will be Apex Class Action LLC. The sum of any settlement checks not cashed within 180 days, or the extended deadline as provided in the Settlement Agreement, will be transmitted to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their checks. The Court approved the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Parties' motion and approves the PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount, which shall be allocated and paid out as set forth in the Settlement Agreement.

The "Aggrieved Employees" are defined as all individuals who are or previously were employed by Defendant Hutchinson Motors, Inc. in California at any time between May 3, 2022 to

May 3, 2023 ("PAGA Period"). Upon entry of Judgment and funding in full of the Gross Settlement Amount by Defendant, Defendant Hutchinson Motors, Inc. together with all parent, subsidiary and affiliated entities, including all corporations, partnerships, members, divisions and joint ventures, all officers, directors, shareholders, managers, supervisors, partners, employees, agents, attorneys, successors, and assigns, including, but not limited to Merecedes Stead, individually and as Trustee of the 2011 Michael C. Stead Trust; as well as each individual or entity who might otherwise be found to be liable to Plaintiff as an employee pursuant to Section 5 5 8 .1 of the Labor Code (the "Released Parties") shall be entitled to a release from the State of California, the LWDA, and the Aggrieved Employees as to the following claims: all PAGA claims and civil penalties recoverable under PAGA, as alleged in the PAGA Action and/or Plaintiff's May 3, 2023 letter submitted to the LWDA ("PAGA Letter") or that could have been reasonably been asserted in the PAGA Action or the PAGA Letter based on the facts alleged, for PAGA penalties arising from the following claims against Defendant: for meal and rest break violations; failure to properly calculate and pay all wages owed at the regular rate of pay; unpaid wages, including minimum wages, regular and straight-time wages, overtime and double time wages, sick pay, meal break premiums, and rest break premiums; failure to compensate for off-the-clock work; failure to compensate for all wages owed due to unlawful "rounding" of employees' time; wage statement violations; untimely wages during employment; failure to timely pay all wages due upon termination of employment; failure to reimburse all reasonable and necessary business expenses; failure to maintain true and accurate personnel and payroll records; and including the Labor Code Sections 201,201.3, 202,203,204,210,218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804; and applicable wage orders (the "PAGA Released Claims").

Neither the Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any PAGA Released Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,

or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from this action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

Judgment is hereby entered on the claims asserted under PAGA in this action. After entry of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: APR 29 2026, 2026

THE HONORABLE BENJAMIN T. REYES II
JUDGE OF THE SUPERIOR COURT

14. 9:00 AM CASE NUMBER: C23-01698

CASE NAME: ZHI HUANG VS. HUTCHINSON MOTORS, INC.

***HEARING ON MOTION IN RE: TO APPROVE PAGA SETTLEMENT**

FILED BY: HUANG, ZHI H

TENTATIVE RULING:

Summary

Plaintiff Zhi Huan' ("Plaintiff") Motion for Approval of the PAGA Settlement is **granted** as set forth below. **No appearance is required at the hearing on April 29, 2026.** This settlement is for the PAGA claim for civil penalties and is not a class settlement and does not release the individual wage claims of affected employees other than Plaintiff.

Background

Plaintiff filed this Motion for Approval PAGA Settlement. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the Stipulation of Settlement of PAGA Action and Release of PAGA Claims ("Settlement Agreement"). The California Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the settlement via its online process and no objection has been received to the settlement or the motion from the LWDA.

Plaintiff Zhi H. Huang ("Plaintiff") seeks approval of the Stipulation of Settlement of PAGA Action and Release of PAGA Claims ("Agreement")1, which if approved, would provide valuable monetary relief for approximately 55 "Aggrieved Employees," defined as all individuals who are or previously were employed by Defendant Hutchinson Motors, Inc. ("Defendant") in California at any time between May 3, 2022 to May 3, 2023 ("PAGA Period"). Agreement at §§ I(B); I(S); III(A)(3).

This is only a settlement of the PAGA claim for civil penalties and is **not** a class settlement and **does not** release the individual wage claims, if any, of the affected employees other than Plaintiff herself. Cal. Lab. Code § 2699(g)(1); *Iskanian v. CLS Transportation* (2014); 59 Cal. 4th 348, 381 *ZB, N.A. v. Superior Court*, (2019) 8 Cal. 5th 175, 182 (unpaid wages are not recoverable under PAGA).

The terms of this settlement agreement are as follows:

1. The PAGA Settlement provides for a Gross Settlement Amount in the total sum of $100,000.00, which includes: i) the Net Settlement Amount; ii) Plaintiff's Counsel Award in the amount of $35,826.28, comprised of attorneys' fees in the amount of $33,333.33 and reimbursed litigation expenses in the amount of $2,492.95; and iii) Settlement

Administration Costs of $4,000.2. Awarding Class Counsel attorneys' fees in the amount of $83,333.33 and reimbursement of litigation costs not to exceed $25,000.00;

2. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after the deduction of the Settlement Administration Costs and Plaintiff's Counsel Award.
3. The Administrator will be Apex Class Action LLC.
4. The sum of any settlement checks not cashed within 180 days, or the extended deadline as provided in the Settlement Agreement, will be transmitted to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their checks.

Analyses

Legal Standards

Labor Code § 2699(s) requires the Court to "review and approve any settlement of any civil [PAGA] action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Further, the Court in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 stated that "the trial court must review and approve a PAGA settlement (§ 2699, subd,(l)(2)), and the Supreme Court has in dictum referred to this review as a safeguard." (Citing *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 88; internal quotations omitted.) "The Supreme Court has also observed that trial court approval ensures that any negotiated resolution is fair to those affected," leading the Court in *Moniz* to determine that "adoption of a standard of review for settlements that prevents fraud, collusion or unfairness, and protects the interests of the public and the LWDA in the enforcement of state labor laws warranted." (*Moniz,* supra, 72 Cal.App.5th at 77; citing *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-1801. In other words, "[i]n review and approval of a proposed settlement under section 2699, subd. (l)(2), a trial court thus must scrutinize whether, in resolving the action, a PAGA plaintiff has adequately represented the state's interests, and hence the public interest." (*Moniz*, supra, 72 Cal.App.5th at 88.) Consistent with the foregoing authorities, the Parties requested the Court to review and approve the settlement of the PAGA claims and the PAGA Payment to be paid as part of the proposed Settlement.

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.(*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though

more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

The Court has reviewed the proposed gross settlement and determines that the settlement amount is fair and reasonable. This determination is based on a review of the estimated penalties for meal period violations, estimated penalties for rest period violations, estimated liability for unreimbursed business expenses, estimated liability for inaccurate wage statements, and a general review of the terms of settlement.

The Court also has reviewed the request for Plaintiff's award of attorney's fees in the amount of $33,333.33, which is one-third of the gross settlement. This amount is fair and reasonable, given it is a discounted award from the original amount sought by counsel and includes expenses up to $15,000.

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval.

Ruling

The motion is **granted**. The Court will execute and file the Proposed Order lodged on December 10, 2025. Plaintiff's counsel is ordered to serve notice of entry of the Order to all parties on the service list. No appearance is required at the April 29, 2026 hearing.

EXHIBIT I

NOTICE OF PAGA REPRESENTATIVE ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN MATEO

Jana Garcia v. Lakeview Lodge, Inc., Case No. 24-CIV-04478

This notice accompanies your settlement payment.
This is not a solicitation from a lawyer. You are not being sued.

YOU ARE RECEIVING THIS PAYMENT BECAUSE YOU WORKED FOR LAKEVIEW LODGE, INC. AS A NONEXEMPT EMPLOYEE AT ANY TIME FROM MAY 18, 2023 THROUGH FEBRUARY 21, 2026?

A settlement ("Settlement") has been reached between Jana Garcia ("Plaintiff") and Lakeview Lodge, Inc., doing business as Lakeview Lodge of Redwood City, Inc. ("Defendant"). The Settlement resolves Plaintiff's representative claim for civil penalties under California's Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA"). The Court has approved the Settlement.

Plaintiff alleges violations involving unpaid wages and overtime, meal and rest periods, inaccurate wage statements, and unpaid final wages. Defendant denies the allegations and liability. The parties reached the Settlement to avoid the costs, risks, and uncertainties of continued litigation.

The Settlement provides automatic payments to eligible employees based on qualifying pay periods worked from May 18, 2023 through February 21, 2026 ("PAGA Period"). This notice explains the Settlement, your payment, and the PAGA civil penalty claims resolved.

Your Individual PAGA Payment: $[INSERT PAYMENT AMOUNT]
Your Credited Pay Periods: [INSERT NUMBER]

OVERVIEW OF YOUR PAGA SETTLEMENT PAYMENT	
NO CLAIM FORM	You do not need to submit a claim form to receive your payment. Your settlement check accompanies this notice.
CASH YOUR CHECK	Please cash or deposit your check within 180 days after issuance. Contact the Settlement Administrator if you need assistance or a replacement check.

IMPORTANT POINTS ABOUT THE SETTLEMENT

Why did I get this notice?

Defendant's records identify you as an eligible current or former nonexempt employee who worked during the PAGA Period. This notice accompanies your Individual PAGA Payment and explains how that payment was calculated.

What is the lawsuit about?

The lawsuit is pending in the San Mateo County Superior Court. Plaintiff alleged that Defendant failed to pay all wages and overtime owed, provide compliant meal and rest periods, issue accurate wage statements, and timely pay all wages due upon separation. Defendant denies these allegations. The Settlement is a compromise of disputed claims and is not an admission of wrongdoing.

What is a PAGA representative action?

In this action, Plaintiff seeks civil penalties on behalf of the State of California and aggrieved employees for alleged Labor Code violations. This Settlement resolves those PAGA civil penalty claims. It is not a class action settlement and does not require a class claim form.

CLAIMS RESOLVED BY THE SETTLEMENT

What claims does the settlement resolve?

The Settlement releases civil penalty claims against the Released Parties for PAGA claims alleged, or that could have been alleged, based on the factual allegations described in the Complaint or LWDA notice during the PAGA Period. The release is limited to PAGA civil penalties. The Settlement Agreement contains the complete definitions of the Released Parties and Released PAGA Claims.

The Settlement does not impose a general release on aggrieved employees and does not release their individual claims for unpaid wages or other individual relief. Plaintiff's own individual claims are addressed in a separate individual settlement agreement. Cashing your PAGA check does not require you to sign a general release.

What if my check is lost or I need to update my address?

Contact Phoenix Settlement Administrators promptly using the contact information in Section 12. Provide your name, current mailing address, and the case name and number so the Administrator can locate your payment record and assist you. Do not send a request for a replacement check or address change to the Court.

What happens if I do nothing?

Your payment is automatic, but you must cash or deposit your check within 180 days after issuance to receive the funds. The Settlement resolves the Released PAGA Claims as provided in the Court's order and the Settlement Agreement; the release does not depend on whether you cash your check. Your individual wage claims and other individual claims are not released by this PAGA-only Settlement.

GETTING MORE INFORMATION

How do I get more information?

This notice summarizes the Settlement. The Settlement Agreement and Court orders contain its complete terms. For questions about this notice, your payment, or a replacement check, contact the Settlement Administrator:

Settlement Administrator
Phoenix Settlement Administrators
[INSERT MAILING ADDRESS]
Telephone: [INSERT TELEPHONE NUMBER]
Email: [INSERT EMAIL ADDRESS]

Plaintiff's Counsel
ARLO GARCIA URIARTE, ESQ.
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Email: arlo@liberationlawgroup.com

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS ABOUT YOUR PAYMENT.

EXHIBIT J

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Attorneys for Defendant,
LAKEVIEW LODGE, INC. dba LAKEVIEW LODGE OF REDWOOD CITY, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

Jana Garcia, Plaintiff, v. Lakeview Lodge, Inc. dba Lakeview Lodge of Redwood City, Inc., and DOES 1 through 50, Defendant.	Case No. 24-CIV-04478 **DECLARATION OF VINCENT R. FISHER** Complaint Filed: July 22, 2024 Trial Date: None Set

DECLARATION OF VINCENT R. FISHER

I, Vincent R. Fisher, declare as follows:

1. I make the statements in this declaration based on my own personal knowledge. If called as a witness, I could and would testify competently to the matters below.

2. I am a Partner at O'Hagan Meyer LLP, counsel of record for Lakeview Lodge, Inc. dba Lakeview Lodge of Redwood City, Inc. ("Lakeview").

3. In preparation to make this declaration, I reviewed Lakeview's business records that consisted of Lakeview's timekeeping and payroll records for the population and time period relevant to Plaintiff's allegations.

4. Based on that review, the count of non-exempt employees between June 16, 2023, and June 16, 2024, is 22 (13 active and 9 terminated).

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

Executed on September 30, 2026, at San Francisco, California.

Vincent R. Fisher