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Attorneys for Plaintiff Adela Hurtado

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ADELA HURTADO, individually and on behalf of all similarly situated employees of Defendants in the State of California,

Plaintiff,

v.

GIUSEPPE'S CUCINA LLC, a Limited Liability Company; and DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 24CV-0735

PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Date: 05/28/2026
Time: 9:01 a.m.
Judge: Hon. Craig Van Rooyen
Dept.: 2

Complaint Filed: November 25, 2024
Trial Date: None set

MOVING PARTY TO PROVIDE NOTICE OF THE DATE AND TIME OF HEARING.

TO THE COURT ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on 05/28/2026, 2026 at 9:01 a.m., or as soon thereafter as the matter may be heard in Department 2 of the San Luis Obispo Superior Court, located at 1050 Monterey Street, San Luis Obispo, CA 93408, Plaintiff Adela Hurtado ("Plaintiff") will, and hereby does, move for an order approving the PAGA settlement between Plaintiff and Defendant Giusseppe's Cucina LLC ("Defendant") (collectively, the "Parties"), as well as an order appointing Apex Class Action, LLC. as the settlement administrator, granting Plaintiff's attorney's fee request for $35,000.00, providing Plaintiff's counsel reimbursement of $9,031.14 in litigation costs, and awarding an enhancement fee of $5,000.00 to Plaintiff.

Plaintiff's Motion is based upon this Notice, the Memorandum of Points and Authorities, and the Declarations of Vilmarie Cordero, Adela Hurtado, and Sean Hartranft, all filed concurrently herewith, and upon all other papers and pleadings currently on file with this Court, and upon such oral and documentary evidence that may be presented to the Court at the time of the hearing.

Respectfully submitted,

Dated: January 26, 2026

ARCH LEGAL, P.C.

By: ______________________

Graham S.P. Hollis
Vilmarie Cordero
Ommar Chavez
Attorneys for Plaintiff Adela Hurtado

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PROOF OF SERVICE

I, Rachel Bray, declare at the time of service I was over 18 years old and not a party to the action. I am employed in San Diego County, California. My business address is 3555 Fifth Avenue, Suite 200, San Diego, California 92103. On January 26, 2026, I served the following document(s):

PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Upon:

Fisher & Phillips LLP Areen Babajanian ababajanian@fisherphillips.com Frank Magnanimo fmagnanimo@fisherphillips.com Francine Stinnett fstinnett@fisherphillips.com 444 South Flower Street Suite 1500 Los Angeles, CA 90071	Counsel for Defendant Giuseppe's Cucina, LLC

☒ ***(BY ELECTRONIC TRANSMISSION):*** I caused service of such document(s) by emailing the document(s) to the person(s) at the email address(es) listed above based on a Court order, statute, local rule, or an agreement of the parties to accept service of such document(s) by email. No electronic message or other indication that the transmission was unsuccessful was received by the serving party within a reasonable time after the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 26, 2026, in San Diego, California.

Rachel Bray

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ELECTRONICALLY FILED
1/26/2026 9:08 AM

San Luis Obispo Superior Court

By: Justin Tang, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ADELA HURTADO, individually and on behalf of all similarly situated employees of Defendants in the State of California, Plaintiff, v. GIUSEPPE'S CUCINA LLC, a Limited Liability Company; and DOES 1 THROUGH 50, inclusive, Defendants.	Case No.: 24CV-0735 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT** Date: 05/28/2026 Time: 9:01 a.m. Judge: Hon. Craig Van Rooyen Dept.: 2 Complaint Filed: November 25, 2024 Trial Date: None set

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I. INTRODUCTION

Plaintiff Adela Hurtado ("Plaintiff") seeks approval of a non-reversionary $105,000.00 settlement ("Settlement" or "SA") of the representative action under the Private Attorney General Act of 2004 ("PAGA") on behalf of themselves and 117 other non-exempt aggrieved employees of Defendant Giuseppe's Cucina, LLC. ("Defendant" or "Giuseppe's") who worked for Defendant in California from September 21, 2023, to September 20, 2025 ("PAGA Period").

A PAGA action is a type of qui tam action filed on behalf of the state to assist it with labor law enforcement. *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 380-382 (2014). PAGA provides an enforcement mechanism for California's labor laws by enlisting individual plaintiffs as private attorney generals to recover civil penalties for the state, with a share also going to the individual plaintiff(s) and other employees. When settlement of a PAGA action is reached, a trial court must review and approve the settlement. Cal. Lab. Code § 2699(I)(2). In a PAGA-only settlement, the process for approval is fairly straight-forward. There is no requirement under PAGA for a Plaintiff to establish the requirements of class certification (i.e. numerosity, typicality, commonality and adequacy) nor is there a two-step, preliminary and final approval process as found in class actions. *See Arias v. Superior Court*, 46 Cal. 4th 969 (2009); *see also Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348 (2014). Rather, a PAGA-only settlement merely requires a one-step review and approval process.

A settlement merits full approval when it fulfills the purpose of PAGA, *i.e.*, to deter violations of the Labor Code and secure obedience of California's labor laws; to end ongoing violations of the Labor Code either through injunctive relief or a defendant's voluntary changes in light of a PAGA action; and to provide relief that is genuine, meaningful, and consistent with California's goal of benefitting the public through enforcement of labor laws.

Based on this, and for the reasons discussed herein, the $105,000.00 PAGA settlement merits approval from this Court.

II. PROCEDURAL AND FACTUAL BACKGROUND

This PAGA Settlement involves the wage and hour civil penalties claims of approximately 117 current and former Aggrieved Employees who worked for Defendant Giuseppe's in California at any time between September 21, 2023, to September 20, 2025. (Declaration of Vilmarie Cordero in Support of

Plaintiff's Unopposed Motion for Approval of PAGA Action Settlement ("Cordero Decl.") ¶ 7).

Plaintiff Adela Hurtado ("Hurtado") is a former non-exempt employee of Defendant who worked for Giuseppe's as a cook from 2015 through her voluntary resignation on May 31, 2024. (Cordero Decl., ¶ 8). Hurtado's job duties included making pasta and pizza to serve at Defendant's restaurants and she typically worked nine-hour shifts, six days a week. *Id.*

Defendant Guiseppe's is a California corporation with its principal place of business in San Luis Obispo, CA. (Cordero Decl., ¶ 9). Guiseppe's Defendant is an Italian food restaurant operating two full-service locations in San Luis Obispo County—a "main" location in San Luis Obispo and a second location with "express" service in Pismo Beach. Its Pismo Beach location also has a patio used to host weddings and other events. *Id.*

On July 18, 2024, Hurtado filed a notice letter with the Labor Workforce Development Agency ("LWDA") and served the same on Guiseppe's via Certified Mail, thereby placing it on notice of the Labor Code violations she alleged against Guiseppe's. (Cordero Decl., ¶10).

On November 25, 2025, Hurtado filed a PAGA representative action Complaint alleging Guiseppe's: (1) Failed to provide legally compliant meal periods, or premium pay in lieu thereof; (2) Failed to provide legally compliant rest periods, or premium pay in lieu thereof; (3) Failed to pay minimum and regular time wages for all hours worked; (4) Failed to pay all overtime wages, (5) Failed to indemnify business expenses; (6) Failed to maintain accurate records; (7) Failed to furnish accurate itemized wage statements; and (8) Failed to timely pay all wages due upon separation of employment. (Cordero Decl., ¶ 11).

The parties agreed to engage in private mediation for both the Hurtado individual matter and her PAGA Representative action in lieu of arbitration and protracted litigation, respectively. The parties scheduled a full day private mediation with experienced mediator Daniel J. Turner for July 18, 2025. (Cordero Decl., ¶ 12).

On July 18, 2025, the Parties participated in a full-day mediation with experienced mediator Daniel J. Turner. Mr. Turner provided a useful, neutral analysis of the issues and risks to both sides taking into account all aspects of the case, including the relative strengths and weaknesses of each claim, the risks

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and delays of further litigation, the current state of the law as it related to the claims, the competing valuations, the potential damages, and the manageability of the action. (Cordero Decl., ¶ 13).

The parties resolved the entirety of the individual and PAGA claims alleged against Guiseppe's brought by Plaintiff Hurtado at mediation. (Cordero Decl., ¶ 14). The agreement was memorialized with a Mediator's Proposal for Hurtado's individual claims, and the agreement for the representative claims was executed by both parties on November 25, 2025. (*Id.*)

On December 9, 2025, Plaintiff submitted a copy of the Settlement Agreement to the LWDA. (Cordero Decl., ¶ 5, Ex. 3).

III. THE PAGA SETTLEMENT MERITS APPROVAL BECAUSE IT IS FAIR AND REASONABLE

Any settlement of a PAGA action brought by an aggrieved employee must be approved by the court. Cal. Lab. Code § 2699(1)(2). An aggrieved employee's representative action brought on behalf of the state and other aggrieved employees against an employer for PAGA violations does not need to meet the requirements for class certification nor does there need to be notice to the other employees in the same manner as a class action settlement. *Arias v. Sup. Ct.*, 46 Cal. 4th 969, 980-88. A plaintiff bringing suit under PAGA does so as the proxy or agent of California's labor law enforcement agencies. *Id.* at 986. Thus, the Court simply reviews the settlement and approves it if it is deemed to be fair and reasonable, and in alignment with PAGA's purpose. *See Gutilla v. Aerotek, Inc*., No. 115CV00191DADBAM, 2017 WL 2729864, at *3 (E.D. Cal. Mar. 22, 2017) ("the court will approve a settlement of PAGA claims upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA, and (2) are fundamentally fair, reasonable, and adequate in view of PAGA's public policy goals."); *see also Rincon v. W Coast Tomato Growers, LLC*, No. 13-CV-2473-JLS(KSC), 2018 WL 22828104, at *2 (S.D. Cal. Feb 12, 2018); *Williams v. Sup. Ct.,* 3 Cal. 5th 531, 548 (2017); *Kim v. Reins international California Inc.,* 9 Cal. 5th 73, 81 (2020); *see Moniz v. Adecco USA, Inc.,* 72 Cal. App. 5th 56, 76 (2021).

A. A Presumption of Fairness Exists in Favor of the Settlement[1]

In the context of class action settlements, "a presumption of fairness exists where: (1) the

[1] Although this argument is framed in the context of class action settlements, Plaintiffs argue the same reasoning applies in the context of approval of a Settlement in a PAGA representative action.

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settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." 2 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 at 245 (2001).

First, the parties' settlement was obtained through the assistance of Daniel J. Turner, an experienced and well-respected wage and hour mediator, and through the result of extensive, non-collusive negotiations between the parties, and informed by substantial factual and legal investigation. (Cordero Decl., ¶¶ 12, 13). At all times, the parties' negotiations were conducted at arm's length between attorneys with substantial wage and hour class and PAGA action experience, which fully informed the parties of the relative strengths of the claims and the benefits of the proposed Settlement, prompting each side to compromise. (*Id*. at ¶¶ 20-22).

Second, the parties exchanged substantial information and conducted informal discovery in preparation for mediation such that the parties were able to act intelligently. (Cordero Decl. ¶ 22) Defendant provided a sample of time and pay records, consisting of time and pay records for every third employee pulled from an alphabetized PAGA list of all aggrieved employees. On June 17, 2025, Defendant produced a copy of Plaintiff's onboarding paperwork, a copy of Defendant's employee handbook, and an excel spreadsheet of time punch data for 39 individuals spanning September 1, 2023, to May 24, 2025, for both Giuseppe's locations. (*Id.* at ¶ 28.) On June 26, 2025, Defendant produced an excel spreadsheet of the corresponding pay records. Defendant also provided a headcount of PAGA members. Defendant also identified 117 non-exempt employees who worked for Defendant during the PAGA period for approximately 3,086 pay periods. (*Id.*).

After a thorough review of the information collected, factual and legal research, and investigation regarding the strength of the claims, each party's counsel prepared a comprehensive and confidential mediation brief outlining the relevant factual and legal issues. (Cordero Decl., ¶ 24). Plaintiff's evaluation of the case was premised on a careful and extensive analysis of the facts, the scope and viability of Defendant's potential defenses, conversations with percipient witnesses, a thorough analysis of Aggrieved Employees' employment data—including the number of shifts worked per pay period, the average number

[2] Factor 4 is inapplicable in the PAGA context as other aggrieved employees do not have standing to object unless they successfully intervene.

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of employees employed at any given time, Aggrieved Employees' average rates of pay, and the estimated violation rates for each of the claims alleged—and the input and guidance of a highly experienced, neutral third-party mediator. (Cordero Decl., ¶ 25).

Third, Plaintiff's counsel have decades of experience litigating complex wage and hour litigation in California courts. (Cordero Decl., ¶¶ 45-49).

Because all three factors are satisfied, the PAGA Settlement merits a presumption of fairness.

B. The Settlement is Fair and Reasonable

Settlements of representative claims brought under PAGA must be approved by the court to ensure they are fair, reasonable, and adequate. Cal. Lab. Code, § 2699(l)(2). Beyond the language of Labor Code Section 2699, the PAGA does not specify a standard of review for the approval of PAGA settlements, and there is not published appellate authority specific to the subject. However, federal district court cases have enunciated guidance for reviewing PAGA settlements within the context of larger class actions which included PAGA claims, holding a PAGA settlement must be genuine, meaningful, and consistent with the underlying purpose of the statute. *See O'Connor v. Uber Technologies, Inc.,* 201 F. Supp. 3d 1110 (N.D. Cal. 2016); *Viceral v. Minstras Group, Inc.,* No. 15-CV-02198-EMC, 2016 WL 5907869, at *1 (N.D. Cal. Oct. 11, 2016). *See, also, Ferreri v. Bask Technology, Inc.,* No. 15-CV-1899-CAB-MDD, 2016 WL 6833927, at *1 (S.D. Cal. Nov. 21, 2016) (evaluating PAGA settlement in light of purposes and policies of PAGA); *cf. Kullar v. Foot Locker Retail, Inc.,* 168 Cal. App. 4th 116, 130 (2008) (holding a court must weigh the relative strength of a plaintiff's class action case on the merits against the amount offered in settlement).

Courts also recognize that PAGA settlements should be evaluated in light of the risks of continued litigation, the strength of the plaintiff's claims, and the potential financial recovery. *See Nordstrom Com. Cases,* 186 Cal. App. 4th 576, 581 (2010). Given the uncertainties associated with proving and successfully recovering PAGA penalties and the inherent litigation risks, courts have approved settlements that reflect a reasonable compromise of disputed claims. *See Rodriguez v. RCO Reforesting, Inc.,* No. 2:16-CV-2523-WBS-DMC, 2019 WL 331159, at *1 (E.D. Cal. Jan. 25, 2019).)

The Settlement is Fair and Reasonable Because it Reflects a Reasonable Compromise of the Disputed Claims Given the Uncertainty of Continued Litigation.

Plaintiff estimated her maximum potential recovery of civil penalties in the amount of $1,177,650.00. Plaintiff's maximum recovery estimates are premised on the assumption that Plaintiff would be able to successfully establish liability on all claims alleged for meal periods violations, rest periods violations, unpaid time, waiting time penalties, and wage statements violations, and Giuseppe's failures to maintain accurate records; it also assumes the Court would allow "stacking" of penalties for the same underlying violation (e.g. for each meal period civil penalty Plaintiff also calculated one wage statement civil penalties), and that Plaintiff's estimated damages would be awarded in their entirety. (Cordero Decl. ¶¶ 27-28). Accordingly, the estimated maximum recovery value represents an unlikely scenario given potential defenses and variance among Aggrieved Employees likely to reduce the overall value of some claims. *Id.*

Thus, although the Gross Settlement Amount ($105,000.00) represents a significant discount of the maximum potential damages exposure calculated, (Cordero Decl. ¶ 27), this discount is justified based on Defendant's defenses and the risks and uncertainty inherent in litigation and trial. (Cordero Decl. ¶¶ 16, 27-30).

While Plaintiff maintains her claims have merit, Plaintiff recognizes the risk of possible adverse rulings on liability, and damages on the PAGA claims she asserted, including the discretion of the Court to reduce any award of civil penalties. Protracted litigation would also involve numerous additional depositions, written discovery, and trial all of which would involve significant time and expense. (Cordero Decl. ¶¶ 16, 27-30, 37).

In addition, the amount of PAGA penalties would be subject to court discretion to reduce an award in part or completely. *See*, *e.g.*, *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (affirming reduction of PAGA penalties for wage statement violations from $2,800,000 to $500,000 because "the aggrieved employees suffered no injury" as a result of the violations, the defendants "were not aware" their wage statements violated the law, and the defendants "took prompt steps to correct all violations once notified.") These risks support reaching a settlement of a lesser amount than the maximum potential damages. (Cordero Decl. ¶¶ 37-42).

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The Settlement is Fair and Reasonable Because it is Consistent with the Purpose of PAGA.

The purpose of PAGA is to incentivize private enforcement of labor laws while ensuring that civil penalties serve a deterrent function. (*See Arias v. Superior Court,* 46 Cal. 4th 969, 986 (2009).) The LWDA's top enforcement priorities are "to vigorously enforce minimum labor standards in order to ensure employers are not required or permitted to work under substandard unlawful conditions . . ." and to "protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards." Cal. Lab. Code § 90.5(a); *see also Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal. 4th 348 (2014).

Here, the proposed Settlement furthers these objectives by achieving significant relief for affected employees and securing penalties for the LWDA, without the delay and uncertainty. The $105,000.00 Gross Settlement Amount provides a real incentive to Plaintiff and the PAGA Group Members for the private enforcement of California's labor code, while also reasonably advancing PAGA's purpose of deterring similar violations.

The proposed Settlement, even with deductions, provides a substantial sum to the State of California, approximately $30,621.50. It also provides monetary compensation totaling $16,488.50 in civil penalties for each alleged aggrieved employee in the PAGA Group on a pro-rata basis. (Cordero Decl., ¶ 56). The parties estimate the number of pay period during the PAGA Period (September 21, 2023, to September 20, 2025) at 3,086. Therefore, the value per pay period is estimated at approximately $5.34 per pay period ($16,488.50 / 3,086). (Cordero Decl., ¶ 43). However, the purpose of a PAGA Settlement is not to compensate the aggrieved employees, as they will retain any private right of action they may have under the applicable Labor Code provisions, and they are free to pursue any additional remedies they may have. The Settlement only seeks to resolve the alleged claims for civil penalties. Moreover, the PAGA group shall receive a notice explaining the purpose of Settlement and the claims that will be released upon its approval. (Cordero Decl., ¶ 44, Ex. 2). Plaintiff contends this notice will educate aggrieved employees as to the requirements of the Labor Code, something that is in the public interest and consistent with PAGA's purpose. *See* Labor Code § 2699(j) (stating that civil penalties recovered under PAGA shall be distributed to the LWDA for [among other things] "education of employers and employees about their rights and responsibilities under this code.")

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Although the Settlement represents a significant departure from maximum recovery in this case, it nonetheless merits full approval because it is fair and reasonable, and consistent with the purpose of PAGA.

IV. PLAINTIFF'S COUNSEL'S ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

A. The Fees Sought as a Percentage-of-the-Fund Are Reasonable

PAGA provides that a plaintiff is entitled to recover reasonable attorneys' fees, expenses, and costs under Section 2699(g)(1) of the California Labor Code, which provides that, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee" Labor Code Section 2699.3. For their efforts, and the substantial risk taken in obtaining a common fund PAGA Settlement that benefits the LWDA and Aggrieved Employees, the parties allocated one-third of the Settlement Amount or $35,000.00 to Plaintiff's counsel for reasonable attorneys' fees, plus actual litigation costs. These fees are warranted under the law and within the range of fees commonly awarded in similar cases. (Codero Decl., ¶ 54).

In *Laffitte v. Robert Half Int'l, Inc.,* the California Supreme Court affirmed it is appropriate to award a plaintiff's counsel in a class action case a percentage of the monetary fund benefiting the class. 1 Cal. 5th 480, 503 (2016). The court in *Laffitte* noted that the common fund approach furthers the goal of attracting competent counsel to handle representative actions enforcing California's labor laws. *Id.* at 503. The same reasoning applies to PAGA cases. The percentage requested here, 33.33%, falls well in line with the percentage awards granted in similar cases. For example, in *Haitz v. Meyer, et al.*, Alameda Superior Court, Case No. 572968-3., the court awarded attorneys' fees in the amount of 45% of the gross settlement fund, and *Nguyen v. Renaissance Nails & Spa, Inc.*, No. CIVRS1308088, 2017 WL 5153350, at *1 (Cal. Super. Sep. 21, 2017) the court awarded 40% of the gross settlement fund as fees. (Cordero Decl., ¶¶ 54).

The requested fees are reasonable considering Plaintiff's and Plaintiff's counsel's efforts in this case produced an extremely favorable result for the aggrieved employees and the LWDA. As a result of this Settlement, aggrieved employees will receive approximately $16,488.50, and the LWDA will receive approximately $30,621.50. (Cordero Decl. ¶¶ 54-56).

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The requested fees and costs are also fair and reasonable considering Plaintiff's counsel is highly experienced in wage and hour matters and class action cases, the result Plaintiff's counsel obtained on behalf of the aggrieved employees, and the risk undertaken in bringing this case on a contingency basis, thereby bearing all the costs of this complex, risky, expensive, and time-consuming litigation. (Cordero Decl. ¶¶ 54, 55).

B. A Lodestar Cross-Check Supports the Reasonableness of the Attorneys' Fees Award Sought

The court in *Laffitte* held that applying a lodestar multiplier cross-check is an appropriate method to verify the reasonableness of a percentage fee award. *Laffitte,* 1 Cal. 5th at 503-06. Here, Plaintiff's counsel has spent over 293 hours on this case, to date, which, at prevailing market rates, amounts to approximately $153,825. (Codero Decl., ¶¶ 60-63). Plaintiff's counsel's loadstar does not include the time and effort they will incur in the future attending the approval hearing, or in the administration of the PAGA Settlement. Plaintiff's fee request therefore reflects a *negative* lodestar multiplier of approximately .23, reflecting a reduction of about 77.2%, which militates in favor of granting Plaintiff's requested fee award. California courts routinely award multipliers on class counsel's lodestar, ranging from 2 to 4, or even higher. (*Id.*). *See, e.g., Chavez v. Netflix*, 162 Cal. App. 4th 43, 49-50 (2008) (approving multiplier of approximately 2.5); *Ridgeway v. Wal-Mart Stores Inc.,* 269 F. Supp. 3d 975, 1000 (N.D. Cal. 2017) (approving multiplier of 2.0).

Here, the requested $35,000.00 as an award of attorney's fees to PAGA Counsel—which represents less than 77.2% of counsel's current loadstar—is reasonable in light of the results achieved, the complexity of the case, and the skill and experience of counsel, and given the extensive work that Plaintiff's counsel has done on behalf of the aggrieved employees, the amount of $35,000.00 in attorney's fees, is extremely reasonable. Moreover, there are no facts to suggest that these awards are unjust, arbitrary, or confiscatory. *(Id.*)

C. The Litigation Costs Sought Are Reasonable

To date, Plaintiff's counsel has incurred $9,031.14 in litigation costs. (Cordero Decl. ¶ 68). These costs include filing fees, court fees, computerized legal research charges, delivery, postage, telephone charges, and mediation fees. (Cordero Decl. ¶ 69). All of these incurred expenses were necessary to

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prosecute this case and would normally have been billed to a client on a non-contingency basis. *Id.* The requested litigation costs are reasonable for a case such as this in which substantial investigation took place over more than a year since Plaintiff Hurtado submitted her initial LWDA letter on July 18, 2024.

V. THE REQUESTED ENHANCEMENT AWARD FOR PLAINTIFF IS JUSTIFIED

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during the course of litigation. *See e.g.*, *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380 (2010) (affirming $10,000 service award to four named plaintiffs); *Van Vranken v. Atlantic Richfield Co.,* 901 F. Supp. 294 (N.D. Cal. 1995) (awarding $50,000 incentive award to a representative); *Manual for Complex Litigation* (Fourth) (2004) § 21.62 n.971 (noting that service awards are warranted). While such awards are discretionary, they are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393-1394 (Cal. Ct. App. 2010). In determining whether a service award is appropriate, courts consider several different factors, including: (1) the actions the plaintiffs have taken to protect the interest of the class; (2) the degree to which the class has benefited from those actions; and (3) the amount of time and effort the plaintiffs expended in pursuing the litigation. *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 805 (2009).

Here, the settlement contemplates Plaintiff would request an Enhancement Award. (SA at § 3.2). As a representative, Plaintiff has performed her duties without exception. (Hurtado Decl., ¶¶ 5-16, 23.) Plaintiff has actively participated in the action by providing factual information and documentation that was critical to her counsel's understanding of the case, keeping counsel informed, and assisting with mediation. (Hurtado Decl., ¶¶ 5-16, 23; Cordero Decl. ¶¶ 71-74.) Plaintiff was present at the virtual mediation and provided valuable information regarding her experiences working for defendant, and information used to rebut certain defenses raised by Defendant. (*Id.*)

The time and effort Plaintiff put into the action allowed Plaintiff's counsel to negotiate a fair and reasonable settlement. (Hurtado Decl., ¶¶ 20, 23.) For instance, Plaintiff took the time to explain Defendant's policies and practices related to the claims raised in the action, which was instrumental in

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understanding the claims and defenses. (Hurtado Decl., ¶ 23; Cordero Decl. ¶¶ 71-74).

By bringing and maintaining this action, Plaintiff assumed the risk of an adverse judgment, awards of costs to the Defendant, and the risk that her future employment may be negatively impacted by their involvement in this action. (Hurtado Decl., ¶ 17, 21-22.) Plaintiff went above and beyond what was required of her and undoubtedly without her participation and efforts there would be no recovery. (Cordero Decl. ¶¶ 71-74.) Moreover, as part of the Settlement, Plaintiff agrees to release any and all claims that she may have against Defendant. (*Id*.; SA § 5).

The requested Enhancement Award of $5,000.00 to Plaintiff Adela Hurtado is fair, reasonable, and justified in light of the work done and the risks undertaken by Plaintiff.

VI. CONCLUSION

For all of the foregoing reasons, Plaintiff requests the Court grant her Unopposed Motion for Approval of PAGA Action Settlement, appoint Apex Class Action, LLC as the settlement administrator, and approve Plaintiff's request for attorney's fees and costs.

Respectfully submitted,

Dated: January 26, 2026

ARCH LEGAL, P.C.

By: ______________________

Graham S.P. Hollis
Vilmarie Cordero
Ommar Chavez
Attorneys for Plaintiff Adela Hurtado

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PROOF OF SERVICE

I, Rachel Bray declare at the time of service I was over 18 years old and not a party to the action. I am employed in San Diego County, California. My business address is 3555 Fifth Avenue, Suite 200,

San Diego, California 92103. On January 26, 2026, I served the following document(s):

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Upon:

Fisher & Phillips LLP Areen Babajanian ababajanian@fisherphillips.com Frank Magnanimo fmagnanimo@fisherphillips.com Francine Stinnett fstinnett@fisherphillips.com 444 South Flower Street Suite 1500 Los Angeles, CA 90071	Counsel for Defendant Giuseppe's Cucina, LLC

☒ ***(BY ELECTRONIC TRANSMISSION):*** I caused service of such document(s) by emailing the document(s) to the person(s) at the email address(es) listed above based on a Court order, statute, local rule, or an agreement of the parties to accept service of such document(s) by email. No electronic message or other indication that the transmission was unsuccessful was received by the serving party within a reasonable time after the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 26, 2026, in San Diego, California.

Rachel Bray

ELECTRONICALLY FILED
1/26/2026 9:08 AM

San Luis Obispo Superior Court

By: Justin Tang, Deputy Clerk

ARCH LEGAL, P.C.
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Attorneys for Plaintiff Adela Hurtado

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ADELA HURTADO, individually and on behalf of all similarly situated employees of Defendants in the State of California,

Plaintiff,

v.

GIUSEPPE'S CUCINA LLC, a Limited Liability Company; and DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 24CV-0735

DECLARATION OF VILMARIE CORDERO IN SUPPORT OF PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Date: 05/28/2026
Time: 9:01 a.m.
Judge: Hon. Craig Van Rooyen
Dept.: 2

Complaint Filed: November 25, 2024
Trial Date: None set

I, Vilmarie Cordero, declare as follows:

1. I am an attorney at law licensed to practice before all courts of the State of California. I am a shareholder of the law firm Arch Legal, P.C. ("Arch Legal") in San Diego, California. My law firm is the attorney of record for Plaintiff Adela Hurtado ("Hurtado"). Shareholder Graham S.P. Hollis, associate attorney Ommar Chavez, and myself are the attorneys from my firm primarily handling this case. I am thoroughly familiar with and have personal knowledge of all the facts set forth herein, except as otherwise stated. If called as a witness, I could and would competently testify to the information set forth below.

2. I submit this declaration[1] in support of Plaintiff Adela Hurtado's Unopposed Motion for Approval of PAGA Action Settlement ("Motion re Approval").

3. A true and correct copy of the fully executed Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") is attached hereto as **Exhibit 1** and incorporated herein by reference.

4. A true and correct copy of the letter explaining the settlement that will be sent out to each Aggrieved Employee is attached as **Exhibit 2** and is incorporated herein by reference.

5. In accordance with the Private Attorneys General Act of 2004 ("PAGA"), my office caused the Settlement Agreement to be submitted to the California Labor and Workforce Development Agency ("LWDA") on December 9, 2025. A true and correct copy of the confirmation of submission is attached hereto as **Exhibit 3** and incorporated herein by reference.

6. My firm has searched for other lawsuits, and I am not aware of any other representative action, in this Court or any other California court which asserts the same and/or similar claims to those asserted in this action on behalf of the individuals who would also be aggrieved employees defined in the Settlement Agreement. I made a reasonable inquiry with other members of my law firm and determined that they are not aware of any such similar actions.

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[1] To the extent the terms used in this declaration are defined in the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement"), the defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

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CASE BACKGROUND AND PROCEDURAL HISTORY

7. This PAGA Settlement resolves the civil penalties claims of approximately 117 current and former Aggrieved Employees who worked for Defendant Giuseppe's Cucina, LLC. ("Defendant" or "Giuseppe's") in California. The PAGA group is comprised of all current and former non-exempt employees who worked for Defendant in California at any time between September 21, 2023, to September 20, 2025. ("PAGA Period"). I am not aware of any actual or potential conflicts of interest between myself and/or my firm and the Aggrieved Employees.

8. Plaintiff Hurtado is a former non-exempt employee of Defendant who worked for Giuseppe's as a cook from 2015 through her voluntary resignation on May 31, 2024. Hurtado's job duties included making pasta and pizza to serve at Defendant's restaurants and she typically worked nine-hour shifts, six days a week.

9. Defendant Giuseppe's is a California corporation with its principal place of business in San Diego, CA. Guiseppe's Defendant is an Italian food restaurant operating two full-service locations in San Luis Obispo County—a "main" location in San Luis Obispo and a second location with "express" service in Pismo Beach. Its Pismo Beach location also has a patio used to host weddings and other events.

10. On July 18, 2024, Hurtado filed a notice letter to the LWDA and served the same on Giuseppe's via Certified Mail, thereby placing it on notice of the Labor Code violations she alleged against Giuseppe's.

11. On November 25, 2024, Hurtado filed a PAGA representative action Complaint captioned *Adela Hurtado v. Giuseppe's Cucina, LLC.*, at the Superior Court of California, County of San Luis Obispo, Case No. 24CV-0735 (Hurtado's Action). Plaintiff Hurtado alleges that Giuseppe's: (1) Failed to provide legally compliant meal periods, or premium pay in lieu thereof; (2) Failed to provide legally compliant rest periods, or premium pay in lieu thereof; (3) Failed to pay minimum and regular time wages for all hours worked; (4) Failed to pay all overtime wages, (5) Failed to indemnify business expenses; (6) Failed to maintain accurate records; (7) Failed to furnish accurate itemized wage statements; and (8) Failed to timely pay all wages due upon separation of employment.

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MEDIATION AND SETTLEMENT NEGOTIATIONS

12. The parties agreed to engage in private mediation for both the Hurtado individual matter and her PAGA representative action in lieu of arbitration. The parties scheduled a full day private mediation with experienced mediator Daniel Turner for July 18, 2025.

13. On July 18, 2025, the parties participated in a full-day mediation with Daniel J. Turner. Mr. Turner provided a useful, neutral analysis of the issues and risks to both sides taking into account all aspects of the case, including the relative strengths and weaknesses of each claim, the risks and delays of further litigation, the current state of the law as it related to the claims, the competing valuations the potential damages, and the manageability of the action.

14. The parties resolved the entirety of the claims alleged against Giuseppe's brought by Hurtado (individual and representative). The agreement was memorialized with a Mediator's Proposal for Hurtado's individual claims, and the agreement for the representative claims was expressly agreed to by the Parties by email on July 18, 2025. The long form PAGA Settlement Agreement was fully executed on November 25, 2025.

15. The information exchanged and analyzed through discovery and at mediation is sufficient for the parties to make an informed decision about a fair resolution of this action.

16. After consideration of all the risks of continuing litigation and the strengths of Defendant's defenses, Plaintiff's counsel concluded the $105,000.00 Gross Settlement Amount is fair, adequate, and reasonable.

EVALUATION OF THE CLAIMS FOR SETTLEMENT PURPOSES

17. I believe the Settlement provides a real and meaningful benefit to the State of California and the Aggrieved Employees, considering the highly disputed nature of the claims and the risk that the Court may, in its discretion, reduce the amount of any judgment Plaintiff might achieve. Our determination of a fair value of the Settlement was based on a number of factors, including our own analysis of the law as applied to the facts of this case, the suitability of the case for representative treatment, Plaintiff's claims and the associated damages, as well as Defendant's potential defenses thereto.

18. In reaching this amount, Plaintiff's counsel carefully considered the strength of the case versus the amount offered in settlement, and the risk, expense, and complexity of proving each claim at

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trial. The parties conducted a lengthy and thorough investigation into the merits of Plaintiff's claims prior to entering into the Settlement.

19. This is an excellent result considering the highly disputed nature of the claims and the risks associated with continued litigation discussed herein. Based on my experience, I believe the settlement is a fair and reasonable compromise of the PAGA civil penalties claims alleged in Hurtado's PAGA Actions.

20. The Settlement is the result of extensive, non-collusive negotiations between the parties. These negotiations were based on discovery and investigations conducted by each party and included the input of a neutral third-party mediator. The settlement negotiations were conducted in good faith at arm's length and were not collusive.

21. In reaching the Settlement, I carefully considered the following: the strength of the case versus the amount offered in Settlement; the risk, expense, and complexity and likely duration of further litigation through trial; the present state of the law as it applies to PAGA actions; the burdens of proof necessary to establish liability against Defendant; the fairness and reasonableness of the Settlement agreed to by the parties; and the best interest of the Aggrieved Employees to whom substantial benefits will accrue.

22. The parties exchanged substantial information and conducted informal discovery in preparation for mediation such that the parties were able to act intelligently. Defendant provided a sample of time and pay records, consisting of time and pay records for every third employee pulled from an alphabetized PAGA list of all aggrieved employees. On June 17, 2025, Defendant produced a copy of Plaintiff's onboarding paperwork, a copy of Defendant's employee handbook, and an excel spreadsheet of time punch data for 39 individuals spanning September 1, 2023, to May 24, 2025, for both Giuseppe's locations.

23. On June 17, 2025, Defendant produced a copy of Plaintiff's onboarding paperwork, a copy of Defendant's employee handbook, and an excel spreadsheet of time punch data for 39 individuals spanning September 1, 2023, to May 24, 2025, for both Giuseppe's locations. On June 26, 2025, Defendant produced an excel spreadsheet of the corresponding pay records. Defendant also provided a

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headcount of PAGA members. Defendant also identified 117 non-exempt employees who worked for Defendant during the PAGA period for approximately 3,086 pay periods.

24. After a thorough review of the information collected, factual and legal research, and investigation regarding the strength of the claims, each party's counsel prepared a comprehensive and confidential mediation brief outlining the relevant factual and legal issues.

25. Plaintiff's counsel's evaluation of the case has been premised on a careful and extensive analysis of the facts, factual and contextual information provided by Plaintiff regarding Giuseppe's policies and practices, the scope and viability of Defendant's potential defenses, a thorough analysis of Aggrieved Employees' employment data—including the number of shifts worked per pay period, the average number of employees employed at any given time, Aggrieved Employees' average rates of pay, and the estimated violation rates for each of the claims alleged—and the input and guidance of a highly experienced, neutral third-party mediator.

26. To evaluate Defendant's potential liability, Plaintiff's Counsel used the following formula: (Initial PAGA Violation Penalty) x (Violation Rate) x (Number of Pay Periods During Relevant Period). Based on both the time and pay records produced, and our investigations, Plaintiff's calculations assumed a 94% violation rate for meal break violations; a 75% violation rate for rest break violations; a 100% violation rate for minimum/regular wage violations; a 100% violation rate for overtime violations; a 100% violation rate for failure to pay waiting time penalties; and a 100% violation rate for failure to furnish accurate wage statements.

27. Plaintiff's Counsel therefore determined Defendant's maximum potential liability at approximately $1,177,650.00, of which $412,177.50 would go to Aggrieved Employees, and $765.472.50 would go to the LWDA. This amount represents the maximum exposure Defendant could potentially face based on an "everything goes right" scenario for all claims, as well as the presumption that the Court would permit stacking and not reduce the civil penalties as unjust, arbitrary and oppressive or confiscatory. The respective penalties break down as follows:

a. For the failure to provide compliant meal periods claim, Plaintiffs' Counsel used the civil penalty outlined in Labor Code section 558 and determined the value of claim was approximately $154,350;

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b. For the failure to provide compliant rest periods claim, Plaintiffs' Counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the value of claim was approximately $308,600;

c. For the failure to pay minimum wages claim, Plaintiffs' Counsel used the civil penalty outlined in Labor Code section 1197.1 and determined that the value of the claim was approximately $308,600;

d. For the failure to pay waiting time penalties claim, Plaintiffs' Counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the value of the claim was approximately $39,000;

e. For the failure to provide accurate itemized wage statements claim, Plaintiffs' Counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the value of the claim was $308,600; and

f. For the failure to maintain accurate records claim, Plaintiffs' Counsel used the civil penalty outlined in Labor Code section 1174.5 and determined that the value of the claim was $58,500.

28. These estimates assume Plaintiff would (1) successfully establish liability on all claims alleged; (2) the Court would allow "stacking" of penalties for the same underlying violation, and (3) Plaintiffs' estimated damages would be awarded in their entirety. Accordingly, this estimated value represents an unlikely scenario given potential defenses and variance among Aggrieved Employees likely to reduce the overall value of some claims.

29. Absent a settlement, the parties would likely spend considerable time, effort, and money on additional discovery and depositions, including substantial meet and confer and motion work, preparing cross-motions for summary judgment, and other substantial motion practice. In addition, the parties would further need to propound formal written discovery, conduct witnesses' depositions, retain experts and conduct expert depositions, and prepare further damages analysis for trial purposes, among others.

30. Indeed, even assuming Plaintiff is successful at proving all of her claims at trial and recovered the full amount of damages as estimated, Defendant may appeal such a judgment in Plaintiff's favor, potentially drawing out the litigation for many more years with no guarantee of recovery by Plaintiff

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or the Aggrieved Employees. As a result, the parties would incur considerably more attorneys' fees and costs through trial. This Settlement avoids these risks, and the accompanying expense, and instead provides immediate and substantial monetary relief.

31. Since this litigation began, Defendant has denied any liability for the claims alleged, contending that they followed all applicable law with respect to Plaintiff and Aggrieved Employees' employment.

32. For example, Defendant Giuseppe's believes it met its obligation to provide employees the opportunity to take all meal breaks and maintaining a written policy directing employees to notify supervisors if they missed or otherwise took a non-compliant meal break.

33. Plaintiff argues certain provisions of the written policy were not compliant with the requirements of the Labor Code and raise significant concerns regarding Defendants true practices.

34. Plaintiff argues that despite what Giuseppe's written policies may say, Giuseppe's maintained a culture that required employees to work off the clock hours and therefore, Plaintiff and aggrieved employees were not compensated for all hours worked.

35. Plaintiff argues that Defendant's timeclocks regularly malfunctioned, resulting in hours worked that went unrecorded and in turn uncompensated.

36. Plaintiff argues that the high work volume and fast-paced nature of Defendant's restaurants, combined with pressure from supervisors, routinely precluded her from taking compliant meal and rest breaks and often resulted in supervisors instructing employees to skip them altogether. Plaintiff also reports at times being instructed to clock out for lunch and continue working. Plaintiff reports that all cooks at both restaurants were scheduled to work 6 days per week and almost never received meal or rest breaks at all

37. While Plaintiff believes her claims have merit, Plaintiff also acknowledges the difficulty in establishing at trial the occurrence of these alleged violations or the existence of unlawful patterns and practices affecting the aggrieved employees.

38. Plaintiff recognizes the risk of possible adverse rulings on liability, and damages on the PAGA representative claims asserted. Protracted litigation would also involve numerous additional

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depositions, written discovery, law and motion practice, and trial, all of which would involve significant time and expense for all involved.

39. In addition, because Plaintiff's claims are based solely on PAGA violations, had the case proceeded to trial, there is substantial risk that any civil penalties assessed would have been reduced under Labor Code section 2699(e)(2), which permits a court to reduce the award of civil penalties if the full amount of penalties would be "unjust, arbitrary, and oppressive or confiscatory."

40. The settlement reached will provide Plaintiff, the state of California, and the Aggrieved Employees with a financial recovery and extinguish the risks associated with continued litigation, trial, post-trial motions, and any subsequent appeals.

41. Indeed, continued litigation may result several years of delay, and great expense to the parties before the case is finally resolved. Whereas this settlement provides the State and the Aggrieved Employees with a significant recovery now, making it well within the range of reasonableness.

42. The $105,000.00 Gross Settlement Amount provides a real and substantial benefit to Plaintiff and the PAGA Group Members. It also provides monetary compensation totaling $16,488.50 for each alleged aggrieved employee in the PAGA Group on a pro-rata basis.

43. The parties estimate the number of pay period during the PAGA Period (September 21, 2023, to September 20, 2025) at 118,833.40. Therefore, the value per pay period is estimated in approximately $5.34 per pay period ($16,488.50 / 3,086).

44. The PAGA group shall receive a notice explaining the purpose of Settlement and the claims that will be released upon its approval. This notice will educate aggrieved employees as to the requirements of the Labor Code, something that is in the public interest and consistent with PAGA's purpose.

PLAINTIFF'S COUNSEL'S EXPERIENCE

45. I have been a member of the American Bar Association since my admission to the Puerto Rico Bar Association in January of 2006. I have been admitted to the New York State Bar since April of 2008 and a member of the State Bar of California since January of 2010. I further received a Master of Law (LLM) with a concentration in Employment and Labor Law from the University of San Diego School of Law in May of 2009. I have represented employees in employment litigation matters since 2006.

46. In just the past seventeen years, I have been appointed as class counsel in the following California Superior Court cases–notably *Chavez v. Real Time Staffing Services, Inc.*, which settled for $1.9 million on behalf of 3,120 class members, and Judge Medel awarded 35% in fees; *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, which settled for $800,000.00 on behalf of 450 class members, and Judge Strauss awarded 33% in fees; *Subia v. National Securities Industries, Inc.,* in the Superior Court for the County of Santa Clara, which settled for $275,000.00 on behalf of 187 class members, and Judge Lucan awarded 30% in fees; *Flannery v. AGR Group*, which settled for $1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees; *Costa v. Altman Specialty Plants, Inc.*, which settled for $1,000,000.00 on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees; *Stafford v. Dollar Tree Stores, Inc.*, which settled for $4.6 million on behalf of approximately 5,000 class members, and Judge Paul L. Beeman awarded 33 and 1/3% in fees; *Digiacomo v. Michael Castelli, Inc.,* in the Superior Court for the County of Riverside, which settled for $225,000 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.

47. Over the past ten years, my firm has been appointed as class counsel and received adequate and fair settlements in over 100 lawsuits in the district and state courts of California with claims similar to those presented here. Additionally, my firm currently serves as plaintiff's counsel for approximately thirty wage and hour class and representative employment law cases. A list of the cases in which my firm has served as class counsel or currently serves as counsel for plaintiffs in employment actions pending throughout California is attached hereto as **Exhibit 4** and incorporated herein by reference.

48. Ommar Chavez was admitted to the State Bar of California in June 2020. Mr. Chavez has represented employees in class and representative actions and has assisted in a number of class and/or representative action cases, including, but not limited to, *Justin Cole v. Talia First Class Limousines,* San Diego Superior Court (litigation ongoing); *Jesse Garcia v. Norcal Pool,* Santa Clara Superior Court (litigation ongoing); *Adela Hurtado v. Giuseppe's Cucina,* San Luis Obispo County Superior Court (litigation ongoing); *Medina v. A & T Restaurant,* San Diego County Superior Court (litigation ongoing); *Luis Sedano v. Jalimex,* Santa Clara Superior Court (litigation ongoing); *Nellie Rincon v. Melin Enterprises, Inc.*, Merced County Superior Court (litigation ongoing), *Andrew Williams v. The Michaels Organization, LLC,* San Bernardino County Superior Court, (litigation ongoing); *Clara Florez v.*

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Universal Packaging West, Riverside County Superior Court, (litigation ongoing); *Israel Gonzalez v. Dyma Brands, Inc., et al.* Tulare County Superior Court (litigation ongoing); *Oscar Serna v. Arena Stuart Rentals, inc.,* Santa Clara County Superior Court (litigation ongoing); *Juan Lopez v. Foley Family Wines, Inc.*, Sonoma County Superior Court (litigation ongoing).

49. The other attorneys in my firm and I have considerable experience handling complex cases with claims similar to those asserted in this matter and together have successfully represented tens of thousands of employees in state and federal courts throughout California.

PLAINTIFFS' COUNSEL'S FEES AND LITIGATION COSTS

50. In accordance with the Settlement Agreement, Plaintiff's Counsel requests an Attorneys' Fees award in the amount of $35,000.00, or 1/3 of the Gross Settlement Amount, plus reimbursement of Litigation Costs in the amount of $9,031.14.

51. As set forth above, the proposed Settlement before the Court is a great result for the Aggrieved Employees, the State of California, and the general public because it achieves the enforcement objective of the PAGA statute, while providing timely relief to the State and the Aggrieved Employees.

52. In my experience, plaintiffs in employment law cases are typically unable to pay their attorneys on an hourly basis and can only obtain representation if they can find counsel who are willing to accept their case on a contingency basis and advance either all or a significant portion of the costs. To that end, it is important that competent counsel is incentivized to bring complex and risky contingency cases, such as this case, by awarding attorneys' fees that are commensurate with the fees that the attorneys would have received had they negotiated a fee arrangement with plaintiffs *ex ante*.

53. Although case law supports fee awards as high as 45% on common settlement funds of less than $10 million, Plaintiff's Counsel's request for an award of Attorneys' Fees in the amount of $35,000.00, representing 1/3 of the Gross Settlement Amount, is both reasonable and fair in light of the amount of work performed and the amount of resources and labor employed in the prosecution of this action. Based on my experience and knowledge of the relevant legal market for wage and hour class actions, these amounts accurately reflect the marketplace for similar representation of plaintiffs in wage and hour cases on a contingency basis.

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54. I believe an Attorneys' Fees award of $35,000.00 is fair, reasonable, and is well within the range of what is typically charged in the marketplace. Arch Legal's fee request, as expressed and contemplated in the Settlement Agreement, is in line with other settlements approved in California. For instance, California courts have approved the following awards under the common fund approach:

- *Nguyen v. Renaissance Nails & Spa, Inc.*, San Bernardino Superior Court, Case No. CIVRS1308088, court awarded 40% of the gross settlement fund as fees;
- *Myers v. Raley's*, Yolo County Superior Court, Case No. CV-2011-2668, court awarded 40% of the gross settlement fund in fees and found that counsel's significantly higher lodestar was evidence that a significant monetary benefit had been conferred upon the class;
- *Haitz v. Meyer, et al.*, Alameda Superior Court, Case No. 572968-3, court awarded attorneys' fees in the amount of 45% of the gross settlement fund;
- *Barahona v. Rabobank, N.A.*, Ventura County Superior Court, Case No. 56-2019-00534788, court awarded attorneys' fees in the amount of 40% of the gross settlement fund;
- *Cubillas v. Dav-El Los Angeles*, Los Angeles Superior Court, Case No. BC427918, court awarded attorneys' fees in the amount of 40% of the gross settlement fund and found the request "reasonable and appropriate" in light of "the length of the litigation, the settlement achieved, and the skill displayed by counsel."

55. My firm demonstrated substantial skill, diligence, and efficiency in achieving the settlement, despite the aggressive defense mounted by Defendant, and I believe an award of 1/3 of the common fund represents fair compensation for the high quality of our work and the excellent results achieved.

56. As a result of this Settlement, aggrieved employees will receive approximately $16,488.50, and the LWDA will receive approximately $30,621.50.

57. My firm Arch Legal, P.C. has taken on substantial risk and expense to achieve the ultimate result in this matter. My firm bore the risk and costs of this action on a pure contingency basis with no guarantee that any of the fees or costs incurred would ever be recovered. Arch Legal was also precluded

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from taking other fee-generating employment, since this action occupied a significant portion of my firm's time and resources. To date, Arch Legal has not been compensated for any of its time or expense since this action began.

58. From the beginning, this case presented unique challenges for Plaintiff, both factually and legally, and liability was highly contested and drawn out. Defendant vigorously opposed Plaintiff's claims. I believe that my firm's knowledge and experience, combined with our persistent efforts enabled us to work through these issues and combat Defendant's rigorous defense strategy. The results achieved by this settlement were due, in large part, to our knowledge, experience, and commitment to the litigation.

59. The reasonableness of the requested award is undoubtedly supported by a lodestar cross-check. Indeed, there has been an extraordinary amount of work performed by my firm in this action over the past two years.

60. Arch Legal keeps contemporaneous billing records, which reflect time billed in one-tenth hour increments. To date, my firm has spent over **293** hours on this case, which equals **$153,825.00** worth of work at prevailing market rates. It does not include additional time that will be spent attending the hearing on this motion and assisting with the administration of the settlement. Thus, Plaintiff's fee request of $35,000.00 represents a *negative* lodestar multiplier of approximately 0.23 reflecting a reduction of about 77.2%.

61. In setting the hourly rates for myself and my associates, I consulted with attorneys with reputations, experience, and law practices similar to my firm and determined that the rates we charge are reasonable and are consistent with the prevailing market rates for attorneys and paralegals of comparable levels of experience, whether nationally or locally. Our rates also compare very favorably with rates approved by trial courts in similar class action litigation.

62. The billing rates for the lawyers who primarily worked on this case are as follows:

Timekeeper	**Years**	**Rate**
Graham S.P. Hollis/Shareholder	39+	$1,150
Vilmarie Cordero/Shareholder	18+	$1,050
Ommar Chavez/Associate	4+	$550

63. These rates reflect the usual and customary rates charged by my firm for handling complex litigation such as this. Wage and hour litigation forms the vast majority of my firm's current work and we have developed a high level of skill and competence in this field of litigation. The hourly rates are fair and reasonable given the nature and complexity of this litigation and the experience level of each timekeeper.

64. After exercising shareholder discretion in reducing some billed hours, the following summarizes the hours spent by the respective timekeepers as part of this litigation: [2]

Timekeeper	Years	Hours	Billable Rate	Lodestar
Graham Hollis - Shareholder	39	0.9	$1,150	$1,035.00
Vilmarie Cordero - Shareholder	18	20.4	$1,050	$21,420.00
Dawn Berry – Senior Associate	4	1.1	$910	$1,001.00
Ommar Chavez - Associate	4	168.1	$550	$92,455.00
Senior Paralegal – 6+ years	-	4	$320	$1,280
Paralegals	-	55.4	$280	$15,400.00
Case Manager	-	20.3	$260	$5,278.00
TOTAL	-	270.2	-	**$137,869.00**

65. In all instances, the timekeeper indicates the date and the amount of time spent on a task in one-tenth of an hour increments, describes the work that was performed during the indicated time period, and identifies the matter to which the time should be charged. Arch Legal's time records include, but are not limited to, time spent investigating and researching the legal issues raised in this action, drafting written notice to the LWDA, preparing the Complaint and written discovery demands, drafting and responding to correspondence, communicating with Plaintiffs, reviewing and analyzing documents produced by Plaintiffs and Defendant, conducting the damages analyses, negotiating the terms of the settlement and finalizing the written agreement, and moving for approval of the settlement. The time records do not include the time that will be spent preparing for and attending the hearing on Plaintiffs' approval motion or the time spent ensuring that the settlement funds are distributed accordingly.

[2] If the Court finds it appropriate to review the complete billing records, a copy will be made available upon request for an in-camera review.

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66. The hours spent prosecuting this action are not only reasonable but were necessary for the successful prosecution and for the recovery obtained on behalf of the State, the general public, and the Aggrieved Employees.

67. The requested fees and costs are also fair and reasonable considering Plaintiff's counsel is highly experienced in wage and hour matters and class action cases, the result Plaintiff's counsel obtained on behalf of the Aggrieved Employees, and the risk undertaken in bringing this case on a contingency basis, thereby bearing all the costs of this complex, risky, expensive, and time-consuming litigation.

68. To date, Plaintiff's counsel advanced approximately $9,031.14 in litigation costs, and deferred payment for four years with no guarantee that any of the fees or costs incurred would ever be recovered.

69. Arch Legal seeks a Litigation Costs award in the amount of $9,031.14 for costs incurred in connection with this action. Arch Legal maintains accounting records in its ordinary course of business. The costs and expenses identified in the following summary are taken from expense records, receipts, credit card statements, and check records. My firm's litigation costs include filing fees, court fees, computerized legal research charges, delivery, postage, telephone charges, and mediation fees. These types of expenses are those which are customarily billed to fee-paying clients and routinely reimbursed. All of the litigation costs incurred by Arch Legal were reasonably and necessarily incurred to effectively prosecute this action.

Summary by Expense Type	
Document Imaging/DocuSign/Photocopies	$155.59
Filing/Court Fees	$1,084.56
Mediator / Arbitration	$7500
Online Research	$290.99
Total	**$9,031.14**

70. Under the circumstances, I believe the attorneys' fees and litigation costs sought are appropriate and should be approved as fair and reasonable.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

ENHANCEMENT AWARD FOR PLAINTIFF

71. Plaintiff has actively participated in the action by providing factual information and documentation that was critical to our understanding of the case, keeping counsel informed, and assisting with mediation.

72. Plaintiff took the time to explain Defendant's policies and practices related to the claims raised in the action, which was instrumental in understanding the claims and defenses.

73. Plaintiff was present at the virtual mediation and provided valuable information regarding her experiences working for defendant, and information used to rebut certain defenses raised by Defendant.

74. Plaintiff went above and beyond what was required of her and undoubtedly without her participation and efforts there would be no recovery.

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

Executed on January 26, 2026, in San Diego, California.

Vilmarie Cordero

VILMARIE CORDERO

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Adela Hurtado ("Plaintiff") and defendant Giuseppe's Cucina, LLC. ("Giuseppe's"). The Agreement refers to Plaintiff and Giuseppe's collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" or "PAGA Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Giuseppes captioned *Hurtado v. Giuseppe's Cucina, LLC.* Case No. 24CV-0735 initiated on November 25, 2024, and pending in Superior Court of the State of California, County of San Luis Obispo.

1.2 "Administrator" means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee(s)" means all current and former non-exempt, hourly paid employees, who were employed by Giuseppe's during the representative action's PAGA period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Giuseppe's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Court" means the Superior Court of California, County of San Luis Obispo.

1.8 "Defense Counsel" means the law firm of Fisher Phillips, LLP, including Areen Babajanian and Frank Magnanimo.

1.9 "Effective Date" shall mean the date on which the Approval Order approving this settlement is signed. The occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay the Gross Settlement Amount.

1.10 "Gross Settlement Amount" means $105,000.00 which is the total amount Giuseppe's agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.14 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 "PAGA Counsel" means the law office of ARCH Legal, PC, including Vilmarie Cordero and Ommar Chavez, the attorneys representing the Plaintiff in the Action.

1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Giuseppe's for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from September 21, 2023, to September 20, 2025.

1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.)

1.21 "PAGA Notice" means Plaintiff's July 18, 2024 letter, sent to Giuseppe's and the LWDA providing notice of Plaintiff's claims pursuant to Labor Code section 2699.3, subdivision (a).

1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($16,488.50) and the 65% to LWDA ($30,621.50) in settlement of PAGA claims.

1.23 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.24 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Section 5 below.

1.25 "Released Parties" means Giuseppe's and each of its parents, predecessors, successors, subsidiaries, affiliates, partners, and trusts, employment agencies and professional employer organizations, and their owners, employees, officers, agents, attorneys, insurers, stockholders, fiduciaries, other service providers, and assigns.

1.26 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On November 25, 2024, Plaintiff commenced her PAGA Action against Giuseppe's by filing a PAGA complaint. The Complaint alleged causes of action seeking representative civil penalties under the California Labor Code, and on behalf of the state of California for violations suffered by all non-exempt employees of Giuseppes during the PAGA period.

2.2 Plaintiff's PAGA Action alleges Giuseppe's violated PAGA by: (1) failing to timely pay all minimum, regular and overtime wages; (2) failing to provide legally compliant meal periods and/or timely pay premium wages in lieu thereof; (3) failing to provide legally compliant rest periods and/or timely pay premium wages in lieu thereof; (4) failing to indemnify necessary business expenses; (5) failing to timely pay all wages due and owing upon separation of employment; (6) failing to furnish accurate itemized wages statements; (7) failing to maintain accurate records; and (8) failing to maintain a safe and healthful place of employment.

2.3 On July 18, 2024, Pursuant to Labor Code section 2699.3(a), Plaintiff gave written PAGA Notice to Giuseppe's and the LWDA.

2.4 Giuseppe's denies the allegations in Plaintiff's PAGA Action, denies any alleged failure to comply with laws identified in the PAGA Action, and denies all liability for the causes of action alleged therein.

2.5 On July 18, 2025, the Parties engaged in a full day mediation conducted by experienced mediator Daniel Turner of Judicate West. During the mediation, the Parties engaged in good-faith, arm's length negotiations. Following the conclusion of the mediation session, the mediator issued a proposal for resolution. Both parties accepted the proposal, thereby resolving the entirety of the claims alleged by Plaintiff against Giuseppe's. The agreement was memorialized in the proposal prepared by the mediator and acknowledged by the Parties. The parties resolved the action, subject to the execution of this comprehensive PAGA Settlement and approval by the Court.

2.6 Plaintiff, through counsel, conducted a significant investigation of the PAGA claims prior to attending the mediation. Prior to the July 18, 2025 mediation, Plaintiffs obtained, through informal discovery, Plaintiffs' wage statements, Plaintiffs' personnel files, Defendant's written policies, time and payroll records for a sampling of all Aggrieved Employees. Plaintiffs also received aggregate data including the total number of current and former Aggrieved Employees and pay periods at issue.

2.7 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by this Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Giuseppe's shall pay a non-reversionary settlement payment of **$105,000.00** which will create a non-reversionary common fund ("GSA" or "Gross Settlement Amount") inclusive of all PAGA Counsel's fees and costs of litigation, costs of settlement administration, employee side employment taxes, all civil penalties due under PAGA, PAGA Representative Enhancements and general releases, and interest.

3.1.1 Giuseppes has no obligation to pay the GSA prior to the funding deadline established in Paragraph 4.3 of this agreement. The Settlement administrator will disburse the GSA without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the gross settlement amount will revert to Giuseppes.

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

3.2.1 Settlement Administration Costs. The reasonable costs incurred by the Settlement Administrator in administering the settlement, as approved by the Court, shall be deducted from the GSA and are currently estimated not to exceed five thousand eight hundred and ninety dollars (**$5,890.00**).

3.2.2 PAGA Counsel Attorney's Fees. Defendant will not oppose PAGA Counsel's request for attorneys' fees for up to one third (1/3) of the Gross Settlement Sum or **$35,000.00**. Any reduction by the Court of these requests will revert to the Net Settlement Amount.

3.2.3 PAGA Counsel Costs. Defendant will not oppose PAGA Counsel's requests for reimbursement of actually incurred litigation costs, currently estimated not to exceed **$12,000.00.** Any reduction by the Court of these requests will revert to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.

3.2.4 PAGA Representative Enhancement Payment. Subject to Court Approval, Plaintiffs will seek a Service Award in an amount not to exceed **$5,000** from the GSA, in recognition for the work performed by Plaintiff as the PAGA Representative. Any reduction by the Court of these requests will revert to the Net Settlement Amount.

3.2.5 The Administrator will calculate each Individual PAGA Payment by (a) dividing the Net Settlement Amount by the total number of Qualifying PAGA Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's Qualifying PAGA Periods.

3.3 Net Settlement Amount. The amount remaining after deducting PAGA Counsel attorney's fees, PAGA Counsel Costs, the Settlement Administration costs, and any PAGA Representative Enhancement Award from the GSA, shall be known as the "Net Settlement Amount" or "NSA." One Hundred Percent (100%) of the Net Settlement Amount shall be paid as a Labor Code Section 2699 penalty payment and shall be distributed and paid as follows: (i) 65% to the LWDA—currently estimated to be about **$30,621.50** and (ii) 35% to the PAGA Employees, pursuant to Labor Code section 2699(i)—currently estimated to be about **$16,488.50**. The 35% to be paid to the PAGA Employees shall be divided among all PAGA Employees based on each PAGA Employees' respective number of qualified pay periods worked for Defendant in California during the PAGA Period.

3.3.1 Individual Settlement Payments. The Parties agree that the Individual Settlement Payments to the PAGA Aggrieved Employees will be calculated based on the respective number of Qualifying Pay Periods each PAGA Aggrieved Employee worked during the PAGA Period. It shall be the duty of the Settlement Administrator to calculate the respective number of Qualifying Pay Periods for each PAGA Aggrieved Employee. The Administrator will report the Individual Settlement Payments on IRS 1099 Forms, if applicable. The payments to Aggrieved employees are entirely civil penalties.

4. SETTLEMENT FUNDING AND ADMINISTRATION.

4.1 Settlement Administrator. The Parties agree that Apex Class Action, LLC will manage the administration of this Settlement. The Parties have verified that Apex Class Action, LLC, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and their Counsels represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements. The Parties agree that the Settlement Administrator will administer this settlement and will issue to PAGA Aggrieved Employees a Form 1099 for all amounts paid as penalties. The Parties agree that Plaintiffs are solely responsible for selecting the Settlement Administrator to administer the settlement.

4.2 Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise. The Settlement Administrator is responsible for establishing the Qualified Settlement Fund ("QSF"). The QSF shall be an interest-bearing account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., at a federally insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting, and payments. The Settlement

Administrator shall act in a manner necessary to qualify and maintain the QSF as a Qualified Settlement Fund and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendant of any of the funds from the QSF or the GSA. The Settlement Administrator will, as necessary, print, copy, format, and translate materials, mail notices to PAGA Employees, perform a skip trace before mailing and another skip trace for undeliverable addresses, establish and maintain a QSF, obtain appropriate tax identification numbers, calculate Individual PAGA Payments, calculate taxes, prepare and file all required IRS Forms, mail Individual PAGA Payments and tax forms, establish a hotline telephone number for PAGA Employee communications, post notices regarding settlement on the Settlement Administrator's website, remit all tax payments and required documentation to federal and state taxing authorities, implement the process for any uncashed settlement checks, and perform all other duties associated with settlement administration, including, but not limited to, all those specified in this Agreement. Any dispute relating to settlement administration shall, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

4.3 Giuseppe's Funding Obligation. Giuseppe's shall have 30 days from the effective date, to pay the QSF the $105,000.00 GSA.

4.4 Aggrieved Employee Data. Upon funding of the QSF, Giuseppe's will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

4.5 Giuseppe's has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Giuseppe's must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.6 PAGA Employees Totals. Based on its records, Giuseppe's estimates that, as of July 18, 2025, there were 117 Aggrieved Employees who had worked a total of 3,086 PAGA Pay Periods. The Settlement Administrator shall have the final authority in calculating the total of the Qualified Pay Periods worked by the PAGA Employees during the PAGA Period, calculated pursuant to the terms of this Agreement.

4.7 Within 7 calendar days of receipt of the Aggrieved Employee Data, the Settlement Administrator will circulate to PAGA Counsel and Giuseppe's a spreadsheet containing the Individual PAGA Payments to each PAGA Employee and the data used to calculate said payments. The PAGA Employees, except for Plaintiff, shall be identified by their employee identification number or the last four of their social security number. The Settlement Administrator shall obtain written approval of the calculations from the Parties.

4.8 Within 14 calendar days after CRF funds the QSF, the Administrator will distribute the Administration Expenses Payment, the PAGA Counsel's Fees, PAGA Counsel Costs, and PAGA Representatives Enhancement Payment.

4.9 Mailing of Individual PAGA Payments. Within 14 calendar days after receipt of the PAGA Employee Data from Defendant, or five (5) business days from approval of the calculations from the Parties, whichever is later, the Settlement Administrator shall mail the PAGA Explanatory Letter (attached hereto as **Exhibit A**) along with the Individual PAGA Payments to all PAGA Employees by first-class U.S. mail. Prior to mailing, the Settlement Administrator shall perform a National Change of Address (NCOA) search and an Accurint®, (or substantially similar) in-depth skip trace to obtain the best possible address for the PAGA Employee.

4.9.1 The face of each Individual Settlement Payment check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Thereafter, any settlement check to an Aggrieved Employee that is not collected within one hundred eighty (180) days of mailing to the Aggrieved Employees shall be cancelled, and funds associated with the check shall be transmitted to the California State Controller's Office, Unclaimed Property Fund in the name of the PAGA Employee.

4.9.2 The envelope containing the Individual PAGA Payment shall bear the following phrase in bold type, in the bottom left-hand corner: **IMPORTANT- GIUSEPPE'S PAGA SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY**.

4.10 Undeliverable Checks. The Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, or as requested by the PAGA Employee prior to the void date.

4.10.1 If an Individual PAGA Payment is returned as undeliverable with a forwarding address provided by the United States Postal Service before the void date, the Settlement Administrator will promptly resend the Explanatory Letter and Individual PAGA Payment to that forwarding address. If any Individual PAGA Payment is returned from any mailing and/or re-mailed, the Settlement Administrator will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a weekly status report provided to the Parties.

4.10.2 If an Individual PAGA Payment is returned as undeliverable without a forwarding address from its first mailing, the Settlement Administrator shall undertake all reasonable efforts to locate a current address, including performing an Experian (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria. If the Settlement Administrator obtains a more current address, the Settlement Administrator shall resend the Explanatory Letter and the Individual PAGA Payment to that address. No further action by the Settlement Administrator shall be required regarding undeliverable Class Notices

4.11 Uncashed Funds. Any residual amount of the Net Settlement Amount remaining after all Individual PAGA Payments are made resulting from any returned or uncashed checks shall be sent to the California State Controller’s Office in the name of the PAGA Employee.

4.12 Accounting. The Settlement Administrator will provide an accounting under oath to PAGA Counsel and Defense Counsel of the amounts paid from the Settlement prior to any final accounting hearing set by the Court, or in case no such hearing is required, no later than nine (9) months after the Individual PAGA Payments have been disbursed, or 60 (days) from the settlement checks' void date, whichever is later.

4.13 The payment of Individual PAGA Payments shall not obligate Giuseppe’s to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Giuseppe’s fully funds the entire GSA to the QSF, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by PAGA Employees. The settlement is conditioned upon the following release. Upon deposit of the GSA in the Qualified Settlement Fund, Plaintiff on behalf of herself and Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA civil penalty claims alleged in the operative Complaint in the case *Hurtado v. Giuseppe’s Cucina, LLC*, to the fullest extent allowed by law arising from any of the facts alleged in the PAGA Action or that could have been alleged, based on the facts stated in the Operative Complaint, any amended Complaints, and the PAGA Notice, including any claims for civil penalties arising out of Defendant’s alleged violations of the California Labor Code, *et seq.* for, *inter alia*: (1) failing to timely pay all minimum, regular and overtime wages; (2) failing to provide legally compliant meal periods and/or timely pay premium wages in lieu thereof; (3) failing to provide legally compliant rest periods and/or timely pay premium wages in lieu thereof; (4) failing to indemnify necessary business expenses; failing to timely pay all wages due and owing upon separation of employment; (5) failing to furnish accurate itemized wages statements; and (6) failing to maintain accurate records; and (7) failing to maintain a safe and healthful place of employment from September 21, 2023 through September 20, 2025 as based in but not limited claims under Labor Code Sections 201-203, 204, 210, 218.5, 226 *et seq.*, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2802(a), 2698, 6400 and any related wage orders.

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

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

6. APPROVAL OF SETTLEMENT.

6.1 The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including but not limited to (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than [30] days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the application or motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.5 Entry of Judgment. Plaintiffs shall submit a [Proposed] Order and Judgment on the Actions which will seek the Court's approval of the Settlement and entry of judgments thereon, in accordance with the terms of the PAGA Settlement. The judgment will not release or bar any claims other than the PAGA Released Claims as to the PAGA Employees. The Proposed Judgments on the Actions shall state that the Court will retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the Parties, the Actions, and the Settlement solely for purposes of enforcing the Agreement or judgment, addressing settlement administration matters, addressing post-judgment matters related to the Settlement as permitted by law.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Giuseppes estimates that, as of the date of this Settlement Agreement, there are **117** Aggrieved Employees who worked **3,086** Pay Periods during the PAGA Period.

8.1 Escalator Clause: Defendant, at its sole discretion, may choose to increase the Gross Settlement Amount (i.e. $105,000.00) based on the increase in the number of Pay Periods as of September 20, 2025, which is the end of the PAGA Period. If the actual total number of Pay Periods as of September 20, 2025 exceeds the estimate of 3,086

Pay Periods by ten percent (i.e. 3,395 workweeks), Defendants will either (i) pay the pro rata percentage increase in excess of 10% of the Gross Settlement Amount to include the additional workweeks up to September 20, 2025 (e.g. an 11% increase in workweeks will result in a 1% increase of the Gross Settlement Amount, or $106,050.00); or (ii) decide not to increase the Gross Settlement Amount, and the end of the Class Period will be the date that 3,086 Pay Periods were met, but not exceeded.

9. CONTINUING JURISDICTION OF THE COURT.

9.1 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Giuseppe's that any of the allegations in the Operative Complaint have merit or that Giuseppe's has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Giuseppe's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Giuseppe's reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Giuseppe's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Giuseppe's, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Giuseppe's nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Giuseppe's in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Giuseppe's unless, prior to the Administrator's payment of all Settlement Funds, Giuseppe's makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
ARCH Legal, PC
Graham Hollis, Vilmarie Cordero, and Ommar Chavez
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
619-692-0800

To Giuseppe's:
Fisher & Phillips, LLP
Frank Magnanimo and Areen Babajanian
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
(213) 402-9577

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

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

Dated: 11/25/2025

PLAINTIFF:

DocuSigned by:
Adela Hurtado
C85E9751C3404FA...

Adela Hurtado

Dated: 11/26/2025

ARCH LEGAL PC:

Vilmarie Cordero
Ommar Chavez
Attorneys for Plaintiff and Aggrieved Employees

Dated: Nov 26, 2025

DEFENDANT GIUSEPPE'S CUCINA, LLC.:

By: Joseph DiFronzo
Joseph DiFronzo (Nov 26, 2025 13:15:20 PST)
(Authorized Representative of Defendant)

Joseph DiFronzo

Dated: 11/26/2025

FISHER PHILLIPS, LLP:

Frank Magnanimo
Areen Babajanian
Attorneys for Defendant
Giuseppe's Cucina, LLC

EXHIBIT A

Dear [NAME]:

The enclosed check is your proportional share of the settlement payment in the California Private Attorneys General Act ("PAGA") lawsuit titled *Hurtado v. Giuseppe's Cucina, LLC.,* San Luis Obispo Superior Court, Case No. 24CV-0735. The lawsuit alleged various violations of the California Labor Code, including unpaid minimum and overtime wages; meal and rest period violations; unreimbursed expenses; and other related claims. Based on those allegations, the lawsuit sought civil penalties pursuant to the PAGA. You are receiving this check because you worked for *Hurtado v. Giuseppe's Cucina, LLC*, ("Giuseppe's") within the state of California at some point between September 21, 2023, to September 22, 2025

It is important to note that the Court has not ruled on the merits of the claims or defenses, and the court has not ruled in favor of either party. Further, Giuseppe's denies all claims and allegations in the lawsuit and maintains that it did nothing wrong and that it complied with the law at all times. However, recognizing the risks and costs of maintaining the lawsuit, both parties mutually agreed to resolve and settle their disputes, and the Court has approved the settlement and release of the PAGA claims.

This settlement releases claims for civil penalties under the PAGA, but does not release other certain claims. Enclosed you will also find an IRS Form 1099 for 100% of this payment, which represents civil penalties only. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact APEX Class Action, the Settlement Administrator at (000) 000-0000. Please note that we cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

EXHIBIT 2

Dear [NAME]:

The enclosed check is your proportional share of the settlement payment in the California Private Attorneys General Act ("PAGA") lawsuit titled *Hurtado v. Giuseppe's Cucina, LLC.,* San Luis Obispo Superior Court, Case No. 24CV-0735. The lawsuit alleged various violations of the California Labor Code, including unpaid minimum and overtime wages; meal and rest period violations; unreimbursed expenses; and other related claims. Based on those allegations, the lawsuit sought civil penalties pursuant to the PAGA. You are receiving this check because you worked for *Hurtado v. Giuseppe's Cucina, LLC*, ("Giuseppe's") within the state of California at some point between September 21, 2023, to September 22, 2025

It is important to note that the Court has not ruled on the merits of the claims or defenses, and the court has not ruled in favor of either party. Further, Giuseppe's denies all claims and allegations in the lawsuit and maintains that it did nothing wrong and that it complied with the law at all times. However, recognizing the risks and costs of maintaining the lawsuit, both parties mutually agreed to resolve and settle their disputes, and the Court has approved the settlement and release of the PAGA claims.

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If you have any questions about this payment, contact APEX Class Action, the Settlement Administrator at (000) 000-0000. Please note that we cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

EXHIBIT 3

Carrie Rogers

From: no-reply@formassembly.com
Sent: Tuesday, December 9, 2025 1:19 PM
To: Paralegals
Subject: Thank you for your Proposed Settlement Submission

12/09/2025 01:18:31 PM

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

Item submitted: Proposed Settlement

On 12/09/2025 01:18:31 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1040421-24

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:
https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ccrogers%40archlegal.com%7Cc3121c46742f4423830508de37688a84%7C07209b308c1c476c8b57a7f516f928a5%7C0%7C0%7C639009119352607422%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=H8fYJTN2Y00XVrvMZAC9X2h%2FLloPLcVMOgG%2BIyNSAoA%3D&reserved=0

PROOF OF SERVICE

I, Rachel Bray, declare at the time of service I was over 18 years old and not a party to the action. I am employed in San Diego County, California. My business address is 3555 Fifth Avenue, Suite 200,

San Diego, California 92103. On January 26, 2026, I served the following document(s):

DECLARATION OF VILMARIE CORDERO IN SUPPORT OF PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Upon:

Fisher & Phillips LLP Areen Babajanian ababajanian@fisherphillips.com Frank Magnanimo fmagnanimo@fisherphillips.com Francine Stinnett fstinnett@fisherphillips.com 444 South Flower Street Suite 1500 Los Angeles, CA 90071	Counsel for Defendant Giuseppe's Cucina, LLC

☒ ***(BY ELECTRONIC TRANSMISSION):*** I caused service of such document(s) by emailing the document(s) to the person(s) at the email address(es) listed above based on a Court order, statute, local rule, or an agreement of the parties to accept service of such document(s) by email. No electronic message or other indication that the transmission was unsuccessful was received by the serving party within a reasonable time after the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 26, 2026, in San Diego, California.

Rachel Bray

ELECTRONICALLY FILED
1/26/2026 9:08 AM

San Luis Obispo Superior Court

By: Justin Tang, Deputy Clerk

ARCH LEGAL, P.C.
Graham S.P. Hollis (SBN 120577)
ghollis@archlegal.com
Vilmarie Cordero (SBN 268860)
vcordero@archlegal.com
Ommar Chavez (SBN 331508)
ochavez@archlegal.com
3555 Fifth Avenue Suite 200
San Diego, California, 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff Adela Hurtado

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ADELA HURTADO, individually and on behalf of all similarly situated employees of Defendants in the State of California, Plaintiff, v. GIUSEPPE'S CUCINA LLC, a Limited Liability Company; and DOES 1 THROUGH 50, inclusive, Defendants.	Case No.: 24CV-0735 **DECLARATION OF ADELA HURTADO IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT** Date: Time: 9:01 a.m. Judge: 05/28/2026 Hon. Craig Van Rooyen Dept.: 2 Complaint Filed: November 25, 2024 Trial Date: None set

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

I, Adela Hurtado, declare as follows:

1. I am over eighteen years of age and a resident of San Diego, California. I am the named Plaintiff in the above-captioned action.

2. I make this declaration based upon my personal knowledge. I could and would competently testify as to the facts set forth herein if called upon to do so.

3. I was employed by Defendant Giuseppe's Cucina, LLC ("Giuseppe's") from about July 2018 to about January 2020.

4. I worked as a non-exempt Psychological Rehabilitation Specialist employee and most recently earned an hourly wage of $20.67.

5. I first corresponded with Arch Legal, P.C. ("Arch Legal") on or around January 2020 and spoke with the attorneys about my experience working for Giuseppe's. At the time I spoke with the attorneys, I believed other employees were also affected by the wage and hour violations that I experienced.

6. After speaking with my attorneys at Arch Legal about the various violations of wage and hour laws that I endured, and after much thought I decided I wanted to participate in this action on behalf of all aggrieved non-exempt employees.

7. I knew that starting litigation against my former employer might be risky and lengthy. I understood there were other significant risks that I would be taking if I decided to participate in a PAGA action as a named plaintiff.

8. Since I first met with my attorneys in 2020 until now, and for over four years, I have kept up with and remained aware of the status of the lawsuit and provided my attorneys with documents and information used by them in the litigation. I have spent significant time and effort pursuing my claims and the claims of the other workers from the time I retained my attorneys to the present date.

9. After retaining my attorneys, I spent hours on the phone discussing the facts of my case with my attorneys from Arch Legal, and recalled the facts related to my work with Defendant, including discussing my job duties and responsibilities, my job position, and the hours and days I worked, how my time was recorded, and how I was compensated.

10. I also spent time looking for documents related to my claims against Defendant that I kept

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SAN DIEGO, CALIFORNIA 92103

and sent them to my attorneys. I further spent time on telephone calls with Vilmarie Cordero and Ommar Chavez reviewing and discussing the documents I provided. I also met with my attorneys in person at their office on a few occasions.

11. After Defendant produced a copy of my employment file, I had a call with my attorneys to discuss the content of these documents and review them for accuracy. I also spent time reviewing all the documents I signed during my employment with Defendant.

12. I spent time with my attorneys reviewing my claim letter to the Labor and Workforce Development Agency, which contained a summary of my claims.

13. I also spent time reviewing the Complaints and authorized the filing of them.

14. I understood that as a named Plaintiff a lot of work would be required of me, and I was willing to perform that work in order to assist my attorneys in bringing this lawsuit.

15. After the lawsuit was filed, I worked with my attorneys to assist them in formulating questions to be asked to Defendant and identify which documents they should request to be produced. After my attorneys obtained documents from Defendant, I worked with them to explain the various terminology and to better understand the policies and practices of Defendant both as written and in practice.

16. My attorneys informed me that Defendant agreed to participate in mediation to resolve this case. I believed it was in the best interest to attempt to resolve this case early instead of engaging in additional costly and time-consuming litigation in court.

17. I believe the amount being paid is a fair resolution of the case especially as I understood the time and risks involved if I had to proceed to trial.

18. In February 2025, my attorneys explained to me the content of the settlement agreement, and I had an opportunity to review it before signing it.

19. In February 2025, I signed the Private Attorneys General Act Settlement Agreement and Release to settle my claims against Defendant.

20. It is my opinion that the settlement achieved is fair, adequate, and reasonable.

21. I believe I have put myself at significant risk by pursuing this lawsuit.

22. I also feel my participation as one of the representatives in this action lawsuit could inhibit

my ability to seek gainful employment in the future.

23. I estimate I have spent over 20 hours working with my lawyers for over four years, performing the various tasks described in this declaration, including identifying potential witnesses, helping my attorneys prepare for mediation, and reviewing the action settlement agreement, responding to informal discovery, not only for my own benefit but for the benefit of all other aggrieved employees.

24. I have been extremely pleased with my attorneys' work on this case. I found that they worked effectively to attain the excellent results achieved for the benefit of all aggrieved employees.

25. I am committed to this case and will continue to make myself available as needed in the settlement process.

26. At the time that I signed the Settlement Agreement, I was not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on 1/24/2026, in San Diego, California.

DocuSigned by:
Adela Hurtado
C85E9751C3404FA...

Adela Hurtado

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

PROOF OF SERVICE

I, Rachel Bray declare at the time of service I was over 18 years old and not a party to the action. I am employed in San Diego County, California. My business address is 3555 Fifth Avenue, Suite 200, San Diego, California 92103. On January 26, 2026, I served the following document(s):

DECLARATION OF ADELA HURTADO IN SUPPORT OF PLAINTIFF UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Upon:

Fisher & Phillips LLP Areen Babajanian ababajanian@fisherphillips.com Frank Magnanimo fmagnanimo@fisherphillips.com Francine Stinnett fstinnett@fisherphillips.com 444 South Flower Street Suite 1500 Los Angeles, CA 90071	Counsel for Defendant Giuseppe's Cucina, LLC

☒ ***(BY ELECTRONIC TRANSMISSION):*** I caused service of such document(s) by emailing the document(s) to the person(s) at the email address(es) listed above based on a Court order, statute, local rule, or an agreement of the parties to accept service of such document(s) by email. No electronic message or other indication that the transmission was unsuccessful was received by the serving party within a reasonable time after the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 26, 2026, in San Diego, California.

Rachel Bray

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

ARCH LEGAL, P.C.
Graham S.P. Hollis (SBN 120577)
ghollis@archlegal.com
Vilmarie Cordero (SBN 268860)
vcordero@archlegal.com
Ommar Chavez (SBN 331508)
ochavez@archlegal.com
3555 Fifth Avenue Suite 200
San Diego, California, 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

Attorneys for Plaintiff Adela Hurtado

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ADELA HURTADO, individually and on behalf of all similarly situated employees of Defendants in the State of California,

Plaintiff,

v.

GIUSEPPE'S CUCINA LLC, a Limited Liability Company; and DOES 1 THROUGH 50, inclusive,

Defendants.

Case No.: 24CV-0735

[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Date:
Time: 9:01 a.m.
Judge: Hon. Craig Van Rooyen
Dept.: 2

Complaint Filed: November 25, 2024
Trial Date: None set

Plaintiff Adela Hurtado's ("Plaintiff") Unopposed Motion for Approval of PAGA Action Settlement came before this Court on ____________________ at 9:01 a.m. in Department 2 of the Superior Court for the County of San Luis Obispo, located at 1050 Monterey Street, San Luis Obispo, CA 93408. The Court, having reviewed and considered the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement"), Plaintiff's Motion for Approval of PAGA Action Settlement, all papers filed in support thereof, and the oral argument presented, HEREBY ORDERS, ADJUDGES, AND DECREES THE FOLLOWING:

1. In accordance with California Labor Code § 2699(l)(2), the Court has reviewed the Agreement. The Court APPROVES the Settlement as set forth in the Agreement and the Gross Settlement Amount of $1,276,674.00 and finds that the allocation of civil penalties for the claims under PAGA is fair, reasonable, and appropriate.

2. The LWDA was provided with notice of the Settlement on December 9, 2025 and no objection has been received to the Settlement from the LWDA.

3. The Settlement covers Plaintiff and all "Aggrieved Employees," defined as "all current and former non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period." The PAGA Period is defined as the period from September 21, 2023, to September 20, 2025.

4. The Court ORDERS that PAGA Counsel's Fees Payment, PAGA Litigation Expenses Payment, Plaintiffs' Enhancement Awards, and Administration Expenses Payment be deducted from the Gross Settlement Amount, in accordance with the terms of the Settlement Agreement. The amounts, respectively, to be deducted from the Gross Settlement Amount are as follows:

a. **PAGA Counsel's fees:** $35,000.00;

b. **PAGA Litigation Expenses:** $12,000.00;

c. **Plaintiff's Enhancement Award:** $5,000.00

d. **Apex Administration Expenses:** $5,890.00;

5. The Court finds that the PAGA Penalties totaling **$30,621.50** after deduction of PAGA Counsel's Fees Payment, PAGA Litigation Expenses Payment, Plaintiffs' Enhancement Awards, and Administration Expenses Payment, are adequate, fair and reasonable.

6. The Court ORDERS the $813,191.50 PAGA Penalties be divided 75% or $609,893.63 to

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

the LWDA as the LWDA PAGA Payment, and 25% or $16,488.50 be paid to the Aggrieved Employees, in the manner outlined in the Settlement Agreement.

7. Plaintiff is ORDERED to submit this Order and Judgment to the LWDA within 10 calendar days of entry of this Order and Judgment.

8. APEX Class Action shall be appointed as settlement administrator and shall administer the settlement in accordance with the Settlement Agreement and this Order and Judgment.

9. The Court finds that the costs of the administration of the settlement are reasonable. The Court awards and therefore ORDERS that the Settlement Administrator issue to Apex Class Action administration costs in the amount of $5,890.00 for services performed and the costs incurred in connection with administration of the Settlement within the timeframe prescribed by the Settlement Agreement.

10. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of $35,000.00, or 1/3 of the Gross Settlement Amount, falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and therefore ORDERS that the Settlement Administrator issue attorneys' fees in the amount of $35,000.00 to Arch Legal, P.C. within the timeframe prescribed by the Settlement Agreement.

11. The Court also finds that PAGA Counsel's request for actual litigation costs incurred in the amount of $12,000.00 falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and thus ORDERS that the Settlement Administrator issue payment for litigation costs incurred in the amount of $12,000.00 to Arch Legal, P.C. within the timeframe prescribed by the Settlement Agreement.

12. The Court approves the payment of an Enhancement Award to Plaintiff, which shall not exceed $5,000.00, for her services to the LWDA and Aggrieved Employees in bringing this Action.

13. As of the Effective Date, all Aggrieved Employees and PAGA Counsel will release all claims for Civil Penalties pursuant to Labor Code section 2698 *et seq.* that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and the PAGA Notice, including claims for PAGA penalties arising out of or based on: (1) Failure to provide legally compliant meal periods, or premium pay in lieu thereof; (2) Failure to provide legally compliant rest periods, or premium

pay in lieu thereof; (3) Failure to pay minimum and regular time wages for all hours worked; (4) Failure to pay all overtime wages, (5) Failure to indemnify business expenses; (6) Failure to maintain accurate records; (7) Failure to furnish accurate itemized wage statements; (8) Failure to timely pay all wages due upon separation of employment; and (9) Failure to timely pay all wages earned and due during employment in violation of the Labor Code.

14. The Released PAGA Claims shall cover the period of September 21, 2023, to September 20, 2025. Upon the Effective Date, Plaintiff and the Aggrieved Employees will be forever barred from pursuing the Released PAGA Claims against the Released Parties.

15. Final Judgment in this Action is entered in conformity herewith, along with the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED. FINAL JUDGMENT IS HEREBY ENTERED.

Dated: ____________________________

Hon. Craig Van Rooyen
JUDGE OF THE SUPERIOR COURT

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

PROOF OF SERVICE

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San Diego, California 92103. On January 26, 2026, I served the following document(s):

[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

Upon:

Fisher & Phillips LLP Areen Babajanian ababajanian@fisherphillips.com Frank Magnanimo fmagnanimo@fisherphillips.com Francine Stinnett fstinnett@fisherphillips.com 444 South Flower Street Suite 1500 Los Angeles, CA 90071	Counsel for Defendant Giuseppe's Cucina, LLC

☒ ***(BY ELECTRONIC TRANSMISSION):*** I caused service of such document(s) by emailing the document(s) to the person(s) at the email address(es) listed above based on a Court order, statute, local rule, or an agreement of the parties to accept service of such document(s) by email. No electronic message or other indication that the transmission was unsuccessful was received by the serving party within a reasonable time after the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 26, 2026, in San Diego, California.

Rachel Bray

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103