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on behalf of himself and others similarly aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MONTGOMERY NICHOLAS MANIBOG an individual, on behalf of himself and others similarly situated Plaintiff, vs. SBH RESTAURANT ASSOCIATES, LLC, a California limited liability company; WOLFGANG PUCK FINE DINING GROUP LLC, a California limited liability company; WOLFGANG PUCK WORLDWIDE, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 24STCV20420 <u>PAGA ACTION</u> *<u>Assigned for All Purposes To</u>*: Hon. David S. Cunningham III Dept. 11 **DECLARATION OF WILLIAM TRAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION TO APPROVE THE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE UNDER CALIFORNIA LABOR CODE §§ 2698 *et. seq.*** [*filed concurrently with Notice of Motion and Motion; Memorandum of Points and Authorities; Declarations of Alvin B. Lindsay and Jodey Lawrence; and [Proposed] Order and Judgment*] Hearing Date: January 6, 2026 Time: 10:30 a.m. Department: 11 Original Complaint Filed: August 13, 2024 First Amended Complaint filed: October 17, 2024 Trial: None Set

DECLARATION OF WILLIAM TRAN

I, William Tran, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California. I am an associate attorney at D.Law, Inc., counsel of record for Plaintiff Montgomery Nicholas Manibog ("Plaintiff") on behalf of himself and other similarly situated employees of Defendants SBH Restaurant Associates, LLC; Wolfgang Puck Fine Dining Group LLC; and Wolfgang Puck Worldwide, Inc. ("Defendants") (collectively, "the parties"). My firm and Alvin B. Lindsay and I are referred to herein as "PAGA Counsel."

2. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion to Approve the PAGA Settlement Agreement under California Labor Code 2698 *et seq*.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

3. On August 13, 2024, Plaintiff filed a putative Class Action complaint against Defendants asserting various wage and hour violations, including (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-Break Liability Labor Code § 226.7; (5) Failure to Pay Reporting 8 CCR § 11040(5); (6) Failure to Pay for On-call Time Under Labor Code §§ 204, 510, 1194; (7) Violation Labor Code § 351; (8) Failure To Provide One Day's Rest In Seven - Labor Code § § 551, 552; (9) Violation of Labor Code § 226(a); (10) Violation of Labor Code § 221; (11) Violation of Labor Code § 204; (12) Violation of Labor Code § 203; (13) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (14) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (15) Violation of Business & Professions Code § 17200 *et seq*.

4. On the same day, Plaintiff submitted his PAGA letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant. On October 17, 2024, Plaintiff filed a First Amended Complaint, adding a sixteenth cause of action for violations of PAGA (the

"Operative Complaint").

5. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. After conducting initial investigation, PAGA Counsel determined that Plaintiff's claims were well-suited for representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated and aggrieved group of employees.

6. After filing of the Operative Complaint, the parties' counsel met and conferred regarding the conduct of this Action and formal and informal discovery as well as the arbitration agreement signed by Plaintiff at the outset of his employment with Defendants and a Right to Sue Letter Plaintiff submitted against Defendants, and agreed to schedule a mediation in an effort to arrive at an amicable early informal resolution.

SETTLEMENT NEGOTIATIONS AND TERMS

7. In advance of mediation, PAGA Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting and conferring with defense counsel about same; (2) reviewing and analyzing a sampling of time and pay records, Defendants' Employee Handbook, and Plaintiff's personnel files; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendant at the mediation. After analyzing the relevant documents and other gathered data, PAGA Counsel believed that this case was appropriate for resolution via mediation.

8. On April 23, 2025, the Parties participated in a full-day mediation facilitated by mediator Lou Marlin, who is highly experienced in wage and hour and PAGA matters. During mediation, the Parties engaged in a good faith, arms-length negotiations that resulted in a Mediator's Proposal, which was accepted by both Parties. The general terms of the settlement were first memorialized via acknowledgement of the Mediator's Proposal, then later formalized in the long-form Settlement Agreement now before the Court for approval. Plaintiff also provided a

general release of his individual wage and hour claims in a separate individual settlement, and the parties have carved out Plaintiff's remaining claims under his Right to Sue Letter. Pursuant to the Settlement Agreements, Plaintiff filed a Rule 3.770 Request for Dismissal and the Court entered an Order on September 10, 2025 dismissing the class claims without prejudice and Plaintiff's individual wage and hour claims with prejudice. The PAGA claims addressed herein are all that remain, and upon the Court granting approval to the parties' PAGA Settlement Agreement and entering judgment, this action will be resolved in its entirety.

9. For purposes of the Settlement, the group of Aggrieved Employees are defined as: "all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period." The PAGA Period is defined as: "the period from August 13, 2023, through the date the Court enters the Order granting approval of the Agreement." In this case, there are approximately 150 Aggrieved Employees in the PAGA Period.

10. The Settlement Agreement, attached hereto as **Exhibit 1**, requires Defendants to pay a total sum of $147,500.00 (the "Gross Settlement Amount"). The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees of up to one-third of the Gross Settlement Amount, which is $49,166.67 ("PAGA Counsel Fees Payment") and litigation costs in the amount of $20,091.00 ("PAGA Counsel Litigation Expenses Payment");

b) Administration costs of no more than $3,750.00 to be paid to the Settlement Administrator ("Administration Expenses Payment"), Phoenix Settlement Administrators ("PSA"), for sending notices and for calculating settlement shares and preparing all checks and mailings;

c) The remainder of the Gross Settlement Amount (the "Net Settlement Amount") after deducting the above fees and costs is approximately $74,492.33 and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 65% ($48,419.36) being paid to the LWDA (the "LWDA PAGA Payment") and 35% ($26,071.97) being paid to the Aggrieved Employees on a pro-rata basis ("Individual PAGA Payment"); and

d) The Aggrieved Employees will receive $8.14 per pay period for an average of approximately $173.81 per person ($26,072.32 divided by 150 Aggrieved Employees) as their share of the Individual PAGA Payment.

11. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the parties agreed to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

12. Moreover, PAGA Counsel believes that the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an independent review of the Settlement by the Court in the approval process will confirm this conclusion.

THE STRENGTH OF PLAINTIFF'S CASE IN LIGHT OF THE SETTLEMENT AMOUNT

13. Plaintiff alleges that Defendants violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq*. Under Labor Code § 2699, specifically, Plaintiff alleged, *inter alia*, that Defendants:

- Failed to pay the Aggrieved Employees minimum wages and overtime for time spent engaging in "off-the-clock" work, including waiting in lines to access the clock-in stations, and undergoing COVID-19 tests prior to being allowed to clock in for the start of their shifts.
- Failed to provide the Aggrieved Employees with compliant meal periods because of the many and different work demands that prevented them from taking their meal periods at their scheduled times.
- Failed to provide the Aggrieved Employees with compliant rest periods as they

frequently received interrupted, shortened, or no rest periods.

- Failed to pay the Aggrieved Employees reporting time pay of at least one-half of their scheduled shift when they were required to report to work.
- Failed to pay the Aggrieved Employees for on-call time.
- Failed to provide the Aggrieved Employees at least one day's rest within a seven day workweek.
- Unlawfully withheld or did not share the full portion of gratuity owed to the Aggrieved Employees.
- Failed to provide accurate wage statements, including misstating the total hours worked and total wages earned by Aggrieved Employees.
- Unlawfully collected or deducted Aggrieved Employees' earned wages.
- Failed to pay all wages owed to Aggrieved Employees twice monthly;
- Failed to pay all wages owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation;
- Failed to maintain accurate records of Aggrieved Employees' earned wages; and
- Failed to reimburse lawful necessary work related expenses and losses to the Aggrieved Employees.

14. Defendants denied and continue to deny all of the claims made by Plaintiff in this Action and contend that they acted at all relevant times in conformance with the law. Defendants contend that Plaintiff and the Aggrieved Employees were paid for all hours worked, including overtime, reporting time, and on-call time; provided at least one day's rest during a seven day workweek; provided lawfully compliant meal periods and that any deviations were at the voluntary election of the Plaintiff and/or the Aggrieved Employees and not at the request of Defendants or due to work; provided all gratuities owed; that Defendants paid all wages due on a timely basis; that Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendants' wage statements complied with the law; and that neither Plaintiff nor any of the Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. In light of Defendants denials and arguments, PAGA Counsel carefully evaluated and

negotiated a settlement that ensures a fair and equitable recovery for the affected employees.

PAGA PENALTIES

15. The Private Attorneys General Act, Labor Code § 2699 *et seq.* allows Plaintiff to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendants' violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), sixty-five (65) percent of the penalties recovered must be allocated to the LWDA, with the remaining thirty-five (35) percent allocated to the affected employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of $100 per violation applies in the absence of a determination that a violation actually occurred.

16. Based on the foregoing facts and law, PAGA Counsel estimated Defendants' maximum total exposure on the PAGA claim at approximately $320,000.00, calculated by multiplying the total number of Pay Periods (3,200) by $100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation).

17. Case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury." *Aguirre v. Genesis Logistics,* 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief…The violation of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666, 681-82) (1994); *Li v. A Perfect Day Franchise, Inc*., 2012 WL 2236752, *17 (N.D. Cal.2012) ("There is no authority that "would permit double recovery of essentially the same penalties.")

18. PAGA penalties are permissive rather than mandatory. Labor Code § 2699(e)(2) states that "a court <u>may award</u> a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would

result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from $41 million to $775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from $5.4 million to $325,000); *Fleming v. Covidien*, Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from $2.8 million to $375,000).). In departing from the $100/pay period calculation to arrive at the $147,500.00 Gross Settlement Amount in this case, PAGA Counsel considered various reasons why the Court may reduce any eventual recovery at its discretion and considered that PAGA penalties are not mandatory but permissive.

19. The Gross Settlement Amount of $147,500.00 is approximately 46.09% of the maximum potential exposure of $320,000.00. The Gross Settlement Amount therefore represents a value at approximately $46.09 per Pay Period. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, and the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable.

QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL

20. I am an associate attorney at D.Law and counsel of record for Plaintiff. I was admitted to the California State Bar in February 2021. I earned my B.A. from UC Irvine in 2014 and my J.D. from UCSF College of the Law (formerly UC Hastings) in 2020. Since 2022, I have practiced exclusively in employment law, representing plaintiff-employees in wage-and-hour class actions and PAGA actions. I have served as lead or co-lead counsel in numerous federal and state class actions (including in the Central, Southern, Eastern, and Northern Districts of California), recovering millions of dollars in settlements against defendants, including Fortune 500 companies. I am experienced in evaluating class and representative claims, weighing settlement versus trial, and assessing the viability of defenses.

REQUEST FOR ATTORNEYS' FEES AND COSTS

21. Mr. Lindsay is providing a concurrently filed Declaration in support of approval addressing D.Law's and his background and experience, as Plaintiff's counsel and PAGA Counsel along with our applicable billable rates. Mr. Lindsay also addresses the fees and costs that PAGA counsel has incurred and provides the firm's invoice for these costs. (Lindsay Decl., Exhibit 12). In light of my background and experience and that of D.Law and Mr. Lindsay, we submit our firm is well qualified to serve as PAGA Counsel. In light of my background and experience, my hourly rate is $585/hr. This rate has been approved or otherwise accepted by state and federal courts I have appeared before. Mr. Lindsay provides a summary of the hours I have invested in this action for lodestar cross check purposes and provides my contemporaneous timekeeping records documenting them. (Lindsay Decl., ¶¶ 22-26, Exhibits 9 -11).

SUMMARY AND CONCLUSION

22. Settlement Administration Costs: The Parties agreed to use Phoenix Settlement Administrators ("PSA") as the third-party settlement administrator in this case. PSA will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of Settlement and calculating and distributing the settlement checks, among other duties. PSA capped its fees at $3,750.00 for administering the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements, PSA's costs for administering this Settlement are fair and reasonable, and PAGA counsel requests the Court approve the $3,750.00 reimbursement and payment to PSA. *See also* the concurrently filed Declaration of Jodey Lawrence from PSA.

23. Allocation of PAGA Funds – LWDA and Aggrieved Employees: If the Court approves each of the foregoing payments, approximately $74,492.33 remain in the net settlement sum. Of that, 65% ($48,420.01) must be paid to the Labor and Workforce Development Agency, per Labor Code § 2699, *et seq.*, and 35% ($26,072.32) shall be shared amongst the Aggrieved Employees on a pro rata basis based on the number of pay periods they worked in the PAGA Period.

24. Notice of PAGA Settlement and Release of Claims: If the Court approves the Settlement Agreement, Plaintiff further requests the Court to approve the Notice of PAGA Settlement and Release of Claims attached to the Settlement Agreement as **Exhibit A** for mailing

with the disbursement of settlement payments to be completed by Apex.

25. On August 13, 2024, my office submitted Plaintiff's PAGA Notice Letter to the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of the confirmatory email my office received from the LWDA after submission of Plaintiff's PAGA Notice Letter.

26. On December 10, 2025, my office submitted the Motion for Approval of PAGA Settlement and proposed order to the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of the confirmatory email my office received from the LWDA after submission of the moving papers and PAGA Settlement Agreement.

27. I am not aware of any class or other representative action in any other court that asserts claims similar to those alleged in the action being settled.

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

Executed this December 10, 2025, at Glendale, California.

William Tran

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Montgomery Nicholas Manibog ("Plaintiff"), on the one hand, and SBH Restaurant Associates, LLC ("Defendant"). The Agreement refers to the Plaintiff and Defendant collectively as "Parties." The Parties agree that the Agreement will be submitted to the Labor and Workforce Development Agency at the same time that it is submitted to the Court.

1 DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations and PAGA penalties against Defendant captioned *Montgomery Nicholas Manibog v. SBH Restaurant Associates, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV20420, filed on April 18, 2024.

1.2 "Administrator" means Phoenix Settlement Administrators ("PSA"), the third-party class action Settlement Administrator agreed to by the Parties.

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. The Administration Expenses Payment is estimated to be $3,750.

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

1.5 "Court" means the Superior Court of California, County of Los Angeles.

1.6 "Defendant" means named Defendant SBH Restaurant Associates, LLC.

1.7 "Defense Counsel" means:

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1.8 "Effective Date" means the date the Court enters the Judgment on its Order Approving the PAGA Settlement.

1.9 "Gross Settlement Amount" or "PAGA Fund" means $147,500 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees

Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.10 "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the Net Settlement Amount calculated according to the number of PAGA Pay Periods at issue for each PAGA Member during the PAGA Period.

1.11 "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

1.13 "LWDA PAGA Payment" means the 65% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.14 "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, and the Administration Expenses Payment. The remainder is to be paid as the LWDA PAGA Payment and to the PAGA Members as Individual PAGA Payments.

1.15 "PAGA Counsel" means the attorneys representing the Plaintiff in the Action:

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1.16 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

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 Member" means all current and former hourly-paid non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

1.19 "PAGA Member Data" means PAGA Member identifying information in Defendant's possession including the PAGA Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

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

1.21 "PAGA Notice" means Plaintiff's August 13, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22 "PAGA Period" means the period from August 13, 2023, through the date the Court enters the Order granting approval of the Agreement.

1.23 "PAGA Pay Period" means any Pay Period during which an PAGA Member worked for Defendant during the PAGA Period.

1.24 "Plaintiff" means Montgomery Nicholas Manibog, the named Plaintiff in the Action.

1.25 "Released PAGA Claims" or "Settled Claims" means the claims being released by Plaintiff, as the PAGA Representative, the State of California and the LWDA and as described in Paragraph 5 below.

1.26 "Released Parties" means: Defendant and its past and/or present direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, executors, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, consultants, subcontractors, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, though, or in concert with any of them, and each of them.

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

2 RECITALS.

2.1 On August 13, 2024, Plaintiff commenced this Action by filing a Complaint in Los Angeles County Superior Court, Case No. 24STCV20420, alleging the following wage and hour claims on an individual and class basis: (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-Break Liability Labor Code § 226.7; (5) Failure to Pay Reporting 8 CCR § 11040(5); (6) Failure to Pay for On-call Time Under Labor Code §§ 204, 510, 1194; (7) Violation Labor Code § 351; (8) Failure To Provide One Day's Rest In Seven - Labor Code § § 551, 552; (9) Violation of Labor Code § 226(a); (10) Violation of Labor Code § 221; (11) Violation of Labor Code § 204; (12) Violation of Labor Code § 203; (13) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (14)

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (15) Violation of Business & Professions Code § 17200 *et seq*.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On October 17, 2024, Plaintiff filed his First Amended Complaint adding a sixteenth cause of action for penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq*. ("Operative Complaint").

2.4 The Parties' met and conferred regarding the existence of an arbitration agreement containing a class waiver signed by Plaintiff at the outset of his employment with Defendant. The Parties also discussed the possibility of early resolution and agreed to participate in private mediation.

After discovery was exchanged and informally responded to by the Parties for purposes of mediation, the Parties attended a full-day mediation on April 23, 2025, before Lou Marlin, Esq. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation, including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's PAGA claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation.

2.5 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of another pending matter or action asserting claims that would be extinguished or affected by the Settlement.

3 MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $147,500.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross $147,500 Settlement Amount which is currently estimated to be $49,166.67 and PAGA Counsel Litigation Expenses Payment as submitted by PAGA Counsel and approved by the Court as reasonable in connection with the Settlement approval motion Defendant will not oppose requests for Court approval of the PAGA Counsel Fees Payment provided that it does not exceed this amounts or any amount of PAGA Counsel Litigation Expenses Payment deemed reasonable by the Court. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these Payments

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $3,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $3,750 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and PAGA Members: The remainder of the PAGA Fund after the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and Administrator Expenses Payment will be allocated to alleged civil penalties, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties by the total number of PAGA Pay Periods at issue for all PAGA Members during the PAGA Period and (b) multiplying the result by each individual PAGA Member's PAGA Pay Periods. The Parties agree that the Individual PAGA Payment distributed to PAGA Members will be considered civil penalties and interest, and will be, if required, reported as such to PAGA Members on IRS Form 1099 misc., if applicable. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 The Administrator will report the Individual PAGA Payments on IRS I099 Forms.

4 SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Member Pay Periods at Issue. Based on a review of its records, Defendant estimated there are 150 PAGA Members who worked approximately 3,200 pay periods in the period from August 13, 2023, through the date the Court enters the Order granting approval of the Agreement.

4.2 PAGA Member Data. Within or by fifteen (15) days of entry of an order granting settlement approval, Defendant will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Member's privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member 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 PAGA Member Data. No identifying information or contact information is to be forwarded to Plaintiff's counsel for any PAGA Member.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator will include with each Individual PAGA Payment check a notice, a copy of which will first be submitted to the Court for approval along with the Parties' Stipulation, Motion and/or Application for Settlement Approval as further discussed in paragraph 6, informing the recipient of the scope of the released claims, and as to the recipient's responsibility, for any taxes payable on the amount received. The Notice shall be substantially in the form attached as **Exhibit A** to this Settlement Agreement.

4.4.2 The Administrator must conduct an PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

4.4.3 For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 40l(k) contributions or bonuses) beyond those specified in this Agreement.

5 RELEASES OF CLAIMS.

Release by Plaintiff, the State of California and LWDA:

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, as the PAGA Representative, the State of California and the Labor and Workforce Development Agency shall fully release and discharge Defendant and the Released Parties from all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in all of (i) Plaintiff's August 13, 2024 PAGA Letter to the LWDA, and (ii) in the complaint filed in the Los Angeles County Superior Court in the Action, which include but are not limited to: (a) failure to pay minimum wages; (b) failure to pay overtime wages, including failure to pay overtime at the correct rate; (c) failure to provide one day's rest in seven; (d) failure to provide meal periods and failure to provide premium pay in lieu thereof; (e) failure to authorize and permit rest breaks and failure to properly provide premium pay in lieu thereof; (f) improper or inaccurate wage statements; (g) failure to pay reporting time pay; (h) failure to provide on-call pay; (i) failure to timely pay wage during employment; (j) failure to timely pay final wages; (k) failure to provide notice of material terms of employment; (l) failure to reimburse business expenses; (m) failure to maintain employment records; (n) failure to provide paid sick days and COVID-19 Supplemental sick leave; (o) failure to properly pay tips; (p) civil penalties that could have been awarded pursuant to Labor Code sections 201; 202;

203; 204; 206.5; 210; 221; 226; 226.2; 226.7; 227.3; 246; 248.1; 248.2; 248.5; 351; 432.5; 510; 512; 551; 552; 558; 558.1; 1174; 1174.5; 1185; 1194; 1194.1; 1194.2; 1197; 1197.1; 1198; 1199; 2802; 2810.5; 2698, *et seq*.; and the Industrial Welfare Wage Orders (the "Released PAGA Claims").

The Released PAGA Claims shall be limited to those claims that arose during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc*. (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a PAGA Member who are eligible to receive a payment for the amount of each such individual's estimated share of the Net Settlement Amount shall be deemed to have released PAGA claims, without regard to whether the check is cashed or not. Upon funding of the Gross Settlement Amount, Plaintiff and all PAGA Members will be forever barred from pursuing against Defendant any and all Released PAGA Claims. PAGA Members, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this settlement.

<u>No Right to Exclusion or Objections by PAGA Members.</u> Because this settlement resolves claims and an action brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no PAGA Member has the right to object to the terms of the Settlement Agreement.

6 **<u>MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT</u>**. The Parties agree to jointly prepare and for Plaintiff to file an application or noticed Motion and proposed order for approval of this Settlement.

6.1 <u>Plaintiff's Responsibilities</u>. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (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 PAGA Member 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 PAGA Members 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 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with PAGA Members 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.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is 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 Preliminary Approval to the Administrator.

6.3 PAGA Counsel is responsible for expeditiously finalizing and filing the application and/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 if required by the Court and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary 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 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.

7 SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("PSA"), to serve as the Administrator and verified that, as a condition of appointment, PSA 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-l.

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

8.1 Waiver of Right to Appeal. Provided the Order and/or Judgment is consistent with the terms and conditions of this Agreement or any executed addendum thereto, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9 ADDITIONAL PROVISIONS.

9.1 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant'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).

9.2 No Publicity. The Parties agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be strictly required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means the Parties agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the

Settlement. However, this provision does not prevent Plaintiff's Counsel from disclosing the name of the Parties in this action, the venue/case number, and settlement details available in the public record, for the limited purpose of providing reference in court or in pleadings to similar settlements when seeking approval of an unrelated settlement.

9.3 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.

9.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

9.5 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. Aside from the Gross Settlement Amount, 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 continue to meet and confer to see if an agreement can be reached.

9.6 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.

9.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, 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 CPR Part I0, as amended) or otherwise.

9.8 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.

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

9.10 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.

9.11 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.

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

9.13 Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 rule of court. 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 PAGA Member Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.

9.14 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.

9.15 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.

9.16 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:

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
William Tran (SBN 335908)
w.tran@d.law
450 N. Brand Blvd., Ste 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C
Jared L. Palmer (SBN 287974)
jared.palmer@ogletree.com
Carolyn B. Hall (SBN 212311)
carolyn.hall@ogletree.com
One Embarcadero Center, Suite 900
San Francisco, CA 94111
Telephone: 415-442-4810
Facsimile: 415-442-4870

9.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

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

Dated: November 12, 2025

PLAINTIFF

DocuSigned by:
Montgomery Manibog
516E804A56E1469...

Montgomery Nicholas Manibog

Dated: November 19, 2025

DEFENDANT

Michael Lubitz
Chief Financial Officer
SBH Restaurant Associates, LLC
On behalf of Defendant

EXHIBIT A

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>
<<ADDRESS 2>>

Dear Current or Former Employee of SBH Restaurant Associates, LLC:

You have received this notice because SBH Restaurant Associates, LLC ("Defendant") records indicate that you have worked for SBH Restaurant Associates, LLC ("at some time between August 13, 2023, through date that the Court enters the order granting approval of the settlement. ("the PAGA Period"). *Montgomery Nicholas Manibog v. SBH Restaurant Associates, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV20420 (the "Action"), have reached a settlement that affects you. Plaintiff Montgomery Nicholas Manibog ("Plaintiff"), as a proxy of the State of California and on behalf of current and former non-exempt employees who worked for Defendant during the PAGA Period ("PAGA Members"), sued Defendant for civil penalties under the California Private Attorneys General Act ("PAGA") for alleged failure to properly pay minimum and overtime wages, failure to pay earned wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay for reporting time and on-call time, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses.

Prior to initiating the lawsuit, on August 13, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1045150-24 (the "PAGA Notice").

Defendant strongly disputes Plaintiff's allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Action. However, to avoid the time and expense associated with further litigation, Plaintiff and Defendant agreed to settle the case, which settlement has been approved by the Court.

Pursuant to the release approved by the Court, Plaintiff, as a proxy for the State of California and on behalf of all PAGA Members, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising between August 13, 2023, through date that the Court enters the order granting approval of the settlement. that were asserted in the Action or that are reasonably related to the facts alleged in the Action, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, for claims under Labor Code sections California Labor Code sections 201; 202; 203; 204; 206.5; 210; 221; 226; 226.2; 226.7; 227.3; 246; 248.1; 248.2; 248.5; 351; 432.5; 510; 512; 551; 552; 558; 558.1; 1174; 1174.5; 1185; 1194; 1194.1; 1194.2; 1197; 1197.1; 1198; 1199; 2802; 2810.5; 2698, *et seq*.; and the applicable Industrial Welfare Commission Wage Orders.

The Released Parties are SBH Restaurant Associates, LLC and its respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.

According to Defendant's records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred and eighty (180) days. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check. You will not be retaliated against for cashing your check. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

The Gross Settlement Amount of the PAGA penalties is $147,500. The Net Settlement Amount of the PAGA penalties, after administrative costs and attorney's fees, is $_____. Under the PAGA statutes, penalties are divided between the State of California and PAGA Members, with the State receiving 35% of the penalties. The Labor and Workforce Development Agency of California shall receive $_____ and the approximate 140 PAGA Members shall receive an estimated payment of $____ distributed on a pro-rata basis based on the respective number of pay periods during which an PAGA Member worked for Defendant during the PAGA Period. The Settlement Administrator calculated your individual PAGA payment by (a) dividing the amount of the 35% share of PAGA penalties ($_____) by the total number of PAGA Pay Periods at issue for all PAGA Employees during the PAGA Period and (b) multiplying the result by each individual Employee's PAGA Pay Periods at issue.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any questions, please contact:

Settlement Administrator
Name
Address
Telephone

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT OR CLERK REGARDING THE CASE.

EXHIBIT 2