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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RYAN NGUYEN, individually, and on behalf of other similarly situated employees,

Plaintiff,

vs.

BOILING POINT RESTAURANT (S. CA), INC.; BOILING POINT GROUP, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24STCV27983
[Related to Case No. 24STCV34590]

Honorable Bruce G. Iwasaki
Department SS11

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

Date:	November 10, 2026
Time:	10:15 a.m.
Dept.:	SS11
Complaint Filed:	October 25, 2024
FAC Filed:	November 6, 2026
Trial Date:	Not Set

[REVISED PROPOSED] ORDER

On November 10, 2026 at 10:15 a.m. in Department SS11 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Ryan Nguyen's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Bruce G. Iwasaki. Blackstone Law, APC appeared on behalf of Plaintiff and Wang IP Law Group, P.C. appeared on behalf of Defendants Boiling Point Restaurant (S. CA), Inc. and Boiling Point Group, Inc. (together, "Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Second Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 1 to the Further Supplemental Declaration of Jasmine Y. Kianfard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration

Costs, and payments to the Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the Class Period.
>
> (The Class Period is defined as the period from October 25, 2020 through October 31, 2025.)

7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, Kyle W. Wilson, and Jasmine Y. Kianfard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Ryan Nguyen as the representative of the Class ("Class Representative").

///

9. The Court provisionally appoints Apex Class Action LLC to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days after entry of this Order, Defendants will provide the Settlement Administrator with the following information about each Class Member: full name, last known mailing address, the last four digits of their Social Security number, dates worked for Defendants during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively referred to as the "Class List") in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks and/or Pay Periods credited to each of them by submitting a Dispute, and of each Participating Class Member's right and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in English, Spanish, and Mandarin by First-Class U.S. Mail to all Class Members within ten (10) business days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the

Settlement Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all Aggrieved Employees will be bound by the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on July 13, 2027 at 10:00 a.m. in Department SS11 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by June 9, 2027, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Participating Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Participating Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing,

regardless of whether they have submitted a Notice of Objection.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Bruce G. Iwasaki
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Ngyuen v. Boiling Point Restaurants, et al.
Superior Court of California for the County of Los Angeles, Case No. 24STCV27983

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Ryan Nguyen ("Plaintiff") and Defendants Boiling Point Restaurant (S. CA), Inc. and Boiling Point Group, Inc. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Ngyuen v. Boiling Point Restaurants (S. CA), Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV27983 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Aggrieved Employee(s)**" means all current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the PAGA Period.

"**Class**" or "**Class Member(s)**" means all current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the Class Period.

"**Class Period**" means the period from October 25, 2020 through September 26, 2024.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Period**" means the period from October 23, 2023 through October 31, 2025.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On October 23, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Notice"). On October 25, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint () in the Action. On December 30, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. in the action entitled *Ngyuen v. Boiling Point Restaurants (S. CA), Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV34590 ("PAGA Action"), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq*. ("PAGA"). Together, the Action and PAGA Action are referred to as the "Actions." On ____, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which, *inter alia*, added the PAGA claims alleged in the PAGA Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, pay all accrued and vested vacation and sick pay, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under PAGA.

Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Actions or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Second Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Ryan Nguyen as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Kyle W. Wilson
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Thousand Dollars and Zero Cents ($900,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $300,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars and Zero Cents ($5,000.00) to Plaintiff for his services in the Actions; (3) the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 65% ($32,500.00) ("LWDA Payment") and the remaining 35% ($17,500.00) will be distributed to Aggrieved Employees ("Aggrieved Employees' Amount"); and (4) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Five Hundred Dollars and Zero Cents ($14,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendants as a non-exempt, hourly paid employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Participating Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount ("Individual PAGA Payment") based on the number of pay periods each Aggrieved Employee worked for Defendants as a non-exempt, hourly paid employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the Aggrieved Employees Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all Aggrieved Employees to yield the "PAGA Pay Period Value," and multiplied each Aggrieved Employee's individual Pay Periods by the Pay Period Value to yield each Aggrieved Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Defendants will fund the Gross Settlement Amount in installments as follows:

- Defendants will deposit Two Hundred Thousand Dollars and Zero Cents ($200,000.00) of the Gross Settlement Amount within seven (7) business days after the Court grants preliminary approval of the Settlement or by January 31, 2027, whichever is later, into a qualified settlement account to be established by the Settlement Administrator.
- Defendants will deposit Seven Hundred Thousand Dollars and Zero Cents ($700,000.00) of the Gross Settlement Amount in equal monthly installments of Fifty Thousand Dollars and Zero Cents ($50,000.00) beginning on February 28, 2027 or the last day of the next month after payment of the First Installment ($200,000.00) was made, or whichever is later, and continuing monthly until the Gross Settlement Amount is paid in full ("Installment Payment(s)).

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be distributed within five (5) business days after final approval and the full funding of the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendant's records:

- **From October 25, 20220 through September 26, 2024 (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**
- **From October 23, 2023 through October 31, 2025 (i.e., the PAGA Period), you are credited as having worked [_____] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the

Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Ngyuen v. Boiling Point Restaurants, et al.*, Case No. 24STCV27983; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $_____. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $_____ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

"Released Class Claims" means any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages; (b) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (c) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (d) failure to pay minimum and straight time wages; (e) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (f) failure to timely pay wages during employment; (g) failure to provide complete and accurate wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse necessary business-related expenses and costs; (j) failure to pay all accrued and vested vacation and sick pay; (k) all claims under California Business & Professions Code § 17200 for unfair business practices premised on the facts, claims, causes of action, or legal theories described above; and (l) violation of the California Industrial Wage Orders based on the facts, claims, causes of action, or legal theories described above, as well as any potential penalties (excluding PAGA penalties), interest, or attorneys' fees associated with the claims above under California law.

"Released PAGA Claims" means all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative PAGA Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the PAGA Action, arising during or with respect to the PAGA Period.

"Released Parties" means Defendants and any of their past, present, and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, and subsidiaries.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $300,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents ($5,000.00) ("Enhancement Payment), in recognition of his services in connection with the Actions. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Five Hundred Dollars and Zero Cents ($14,500.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Ngyuen v. Boiling Point Restaurants, et al.*, Case No. 24STCV27983; (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Ngyuen v. Boiling Point Restaurants, et al.*, Case No. 24STCV27983); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 11 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access

You may also visit the Settlement Administrator's website at _____ for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.