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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JULIO C. HERNANDEZ, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

BREAKFAST CLUB LLC, a California
limited liability company, and DOES 1-50,
Inclusive,

Defendants.

Case No. CVRI2203757

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: December 5, 2023

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Reservation ID: 256835660622

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2 This matter having come before the Honorable Judge Harold Hopp of the Superior Court of the
3 State of California, in and for the County of Riverside, at 8:30 a.m. on December 5, 2023, with Jaclyn
4 Joyce, Esq. of the Zakay Law Group, APLC appearing on behalf of plaintiff JULIO C. HERNANDEZ
5 (“Plaintiff”), and Robert Rosenstein of Rosenstein & Associates appearing on behalf of defendant
6 BREAKFAST CLUB LLC (hereinafter “Defendant”). The Court, having carefully considered the
7 briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
8 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class Action Claims
11 and Release of Claims (“Settlement Agreement” or “Agreement”). This is based on the Court’s
12 determination that the Settlement Agreement is within the range of possible final approval, pursuant to
13 the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
14 rule 3.769.

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

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Two Hundred Twenty-Five Thousand Dollars (\$225,000). It appears to the
19 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
20 to all Class Members when balanced against the probable outcome of further litigation relating to
21 certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive arms-length negotiations.

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2 4. The Court preliminarily finds that the Settlement appears to be within the range of
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
6 reasonable when balanced against the probable outcome of further litigation relating to certification,
7 liability, and damages issues.

8 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross
9 Settlement Amount for attorneys' fees, currently estimated at Seventy-Five Thousand Dollars
10 (\$75,000), an award of litigation expenses incurred not to exceed Twelve Thousand Dollars (\$12,000),
11 and proposed Class Representative Service Award to the Class Representative, JULIO C.
12 HERNANDEZ, in the amount of Ten Thousand Dollars (\$10,000). While these awards appear to be
13 within the range of reasonableness, the Court will not approve the Class Counsel Award or Class
14 Representative Service Award until the Final Approval Hearing.

15 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 "All non-exempt employees who are or previously were employed by Breakfast Club
20 LLC and performed work in California between September 2, 2018 to July 28, 2023."

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints plaintiff JULIO C. HERNANDEZ as the representative
4 of the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 A.P.C., and Shani O. Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
8 Class Action Settlement and Final Hearing Date (“Class Notice”), a true and correct copy of which is
9 attached hereto as **Exhibit “1.”** The Court finds that the notice appears to fully and accurately inform
10 the Class Members and Aggrieved Employees of all material elements of the proposed Settlement,
11 including right of any Class Member to be excluded from the Class by completing the attached Request
12 for Exclusion Form, and of each Class Member’s right and opportunity to object to the Settlement via
13 the attached Objection Form. The Court further finds that the distribution of the notice substantially in
14 the manner and form set forth in the Agreement and this Order meets the requirements of due process,
15 is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to
16 all persons entitled thereto. The Court orders the mailing of the notice by first class mail, pursuant to
17 the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later
19 than ten (10) business days after the entry of this order, Defendant shall provide, to the Settlement
20 Administrator the Class Data, including information regarding Class Members that Defendant will in
21 good faith compile from its records, including each Class Member’s full name; last known address;
22 Social Security Number; start dates and end dates of employment. No later than fourteen (14) calendar
23 days after receiving the Class Data from Defendant, the Settlement Administrator shall mail the Class
24 Notice to all identified, potential Class Members via regular first class U.S. Mail and electronic mail
25 using the most current mailing address information available. The Settlement Administrator shall also
26 be required to perform all duties set forth in the Agreement.

27 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
28 Settlement. A true and correct copy of the proposed exclusion form is attached hereto as **Exhibit “2.”**

Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice and submitting the exclusion form to the Settlement Administrator. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid. The Settlement Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval, authenticating a copy of every exclusion form received by the administrator.

13. Any Class Member may appear at the final approval hearing, regardless of whether they have submitted a timely written objection and notice of intention to appear. Class Members may express their views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the Settlement Administrator mails the Class Notice to postmark their objections to the Settlement Administrator. A true and correct copy of the proposed objection form is attached hereto as **Exhibit "3."** The Settlement Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval authenticating a copy of every objection form received by the Settlement Administrator.

14. A final approval hearing shall be held before this Court on _____, **2024** at _____ in Department 1 of the Riverside County Superior Court 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 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of

1 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class;
2 and to finally approve the Class Counsel Award, Class Representative Service Award, and the
3 Settlement Administration Costs. All papers in support of the motion for final approval and the motion
4 for Attorneys' Fees and Costs and Class Representative Service Award shall be filed with the Court
5 and served on all counsel no later than sixteen (16) court days before the hearing. The Settlement
6 Administrator must give notice to any objecting party of any continuance of the hearing of the Motion
7 for Final Approval.

8 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
9 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
10 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
11 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth
12 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
13 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
14 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
15 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
16 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
17 liability, fault, wrongdoing, omission, concession or damage.

18 16. In the event the Settlement does not become effective in accordance with the terms of the
19 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
20 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
21 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
22 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
23 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
24 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.
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2 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
3 and all dates provided for in the Agreement without further notice to Class Members and retains
4 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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7 Dated: _____

8 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Hernandez v. Breakfast Club, LLC, Riverside County Superior Court Case No. CVRI2203757)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this class notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Class Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the “Court”) has been reached between Plaintiff Julio Hernandez (“Plaintiff”) and Defendant Breakfast Club, LLC, a California Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

The “Class Period” is the period of time running from September 2, 2018, to July 28, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 2, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (a) Violated California Business and Professions Code sections 17200-17210.; (b) Failed to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code sections 510-558.1 ; (d) Failed to provide required meal periods in violation of California Labor Code sections 226.7 & 512, and the applicable Industrial Welfare Commission (“IWC”) Wage Order ; (e) Failed to provide required rest periods in violation of California Labor Code sections 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of California Labor Code section 2802; (g) Failed to provide wages when due in violation of California Labor Code sections 201, 202, and 203; (h) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code section 226; and (i) Failed to provide gratuities in violation of California Labor Code section 351; (j) Violations of the Private Attorney General Act at Labor Code Section 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them during employment and at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code sections 17200-17210; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On June 28, 2022, the Parties participated in an all-day mediation with Judge Carl West (Ret.), an experienced mediator of wage and hour class and PAGA actions. The mediation concluded in a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to participating Class Members, Class Counsel Award, Settlement Administration Costs, PAGA Settlement, and the Class Representative Service Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$4,500.00 for expenses, including expenses of sending this Class Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$75,000) plus costs and expenses not to exceed \$12,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Settlement. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Settlement, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one day during any such workweek.
- Calculation of Individual Payments to Aggrieved Employees. The Aggrieved Employee Payment of the PAGA Settlement shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. The estimated average Individual Payment to each Aggrieved Employee is \$40.32. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between June 29, 2021 to July 28, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

You may find the full text of Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" attached as Exhibit 1 to the Declaration of Jean-Claude Lapuyade in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on [REDACTED], 2023 with the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>.

Tax Matters. Twenty percent of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from Aggrieved Employee Settlement Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims which are alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the Class Settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims which are alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (September 2, 2018 to July 28, 2023).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (June 29, 2021 to July 28, 2023).

Based on this information, your estimated PAGA Payment Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the Class Notice or re-mailed Class Notice].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Suite 164 Irvine, California 92618 Tel: 1-800-355-0700; Fax: 949-878-3536; apexclassaction.com.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at apexclassaction.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Suite 164 Irvine, California 92618. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Hernandez v. Breakfast Club, LLC, Riverside County Superior Court, Case No. CVRI2203757*. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Class Notice." The request for exclusion must contain your name, address, and signature for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Hernandez v. Breakfast Club, LLC, Riverside County Superior Court, Case No. CVRI2203757*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Apex Class Action LLC, 18 Technology Drive, Suite 164 Irvine, California 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
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Class Counsel:

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Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

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Daniel A. Thompson
Rosenstein & Associates
28600 Mercedes Street, Suite 100
Temecula, CA 92590
Tel.: (951) 296-3888
Fax: (951) 296-3889
E-Mail: robert@thetemeculalawfirm.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the Riverside County Superior Court, Dept. 1, located at 4050 Main Street, Riverside CA 92501 before Judge Harold W. Hopp. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Hernandez v. Breakfast Club, LLC, Riverside County Superior Court, Case No. CVRI2203757***, Settlement Administrator, c/o _____.

This class notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Settlement Payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Superior Court of California, County of Riverside
Hernandez v. Breakfast Club, LLC
Riverside County Superior Court Case No. CVRI2203757

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **[** INSERT DATE**]**. Please note that exclusion from the Settlement does not result in exclusion of the PAGA Settlement

I. **PERSONAL INFORMATION**

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Julio Hernandez v. Breakfast Club, LLC*, Case No. CVRI2203757, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. I understand that exclusion from the Settlement does not result in exclusion from the PAGA Settlement.

Any Class Member that submits a timely Request for Exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement.

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **[**INSERT DATE**]** AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, California 92618

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

Superior Court of California, County of Riverside
Hernandez v. Breakfast Club, LLC
Riverside County Superior Court Case No. CVRI2203757

(Print Name)

EXHIBIT 3

Apex Class Action LLC,
18 Technology Drive, Suite 164
Irvine, California 92618

Must Be Postmarked
No Later Than
XXX, 2023

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF RIVERSIDE
Hernandez v. Breakfast Club, LLC, Riverside County Superior Court Case No. CVRI2203757

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any:

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE **XXX, 2023. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____