Final Approval of Class Action Settlement
Department SSC-9
Hon. Elaine Lu

Alma Cano v. Cerca Trova Restaurant Concepts, Inc.
Case No.: 20STCV19516
Hearing Date: August 13, 2026

FINAL RULING

BACKGROUND

Plaintiffs Alma Cano, Cole Simons, and Zachary Rejniak sue their former employer, Defendants Cerca Trova Restaurant Concepts, Inc. and Cerca Trova Steakhouse LP (collectively, "Defendants"), for alleged wage and hour violations. Defendants operate various Outback Steakhouse locations in California. Plaintiffs seek to represent a class of Defendants' current and former non-exempt employees.

On September 3, 2019, Plaintiff Rejniak filed a class action complaint in *Rejniak v. Cerca Trova Restaurant Concepts, et al*., Case No. 19STCV31099. On February 26, 2021, Rejniak dismissed his class allegations and pursued only a PAGA representative action.

On May 21, 2020, Plaintiff Cano filed this putative wage and hour class action against Defendants, alleging causes of action for: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (8) unfair and unlawful business practices; and (8) penalties under the Private Attorneys General Act.

On September 23, 2021, the Court consolidated the Cano and Rejniak actions. On June 14, 2023, Plaintiff Cano filed a First Amended Complaint adding Plaintiff Simons to her action.

On January 6, 2021, the Parties attend a mediation with Jeff Krivis, which was unsuccessful. Thereafter, Plaintiffs engaged in discovery regarding Defendants' financial condition for the purposes of settlement discussions. On August 16, 2024, the Parties agreed to settle the matter. The terms are finalized in the long-form *Joint Stipulation of Class Action and PAGA Settlement and Release* ("Settlement Agreement"), a copy of which was filed with the Court on February 21, 2025.

On April 3, 2025, the Court issued a "checklist" to the parties pertaining to deficiencies in the proposed settlement. In response, the parties filed further briefing, including a revised Settlement Agreement.

On June 12, 2025, the Court initially granted preliminary approval of the settlement.

On November 19, 2025, the parties filed a Joint Stipulation to Continue Court's Review of Settlement, seeking to amend the Settlement Agreement due to discrepancies with the class data that were ultimately resolved. On November 21, 2025, the Court ordered the parties to file a new Motion for Preliminary Approval of the Settlement.

On December 11, 2025, the parties refiled the Motion for Preliminary Approval of the Settlement and supporting documents. On February 23, 2026, the parties subsequently filed revised copies of the Settlement Agreement and Class Notice to address issues raised by the Court. All references below are to the Second Amended Settlement Agreement attached to the Supplemental Declaration of Kayvon Sabourian filed February 23, 2026.

On February 26, 2026, the Court granted preliminary approval of the settlement.

Notice was given to the Class Members as ordered (see Declaration of Laura Singh ("Singh Decl.")). Now before the Court is the Motion for Final Approval of the settlement.

<u>SETTLEMENT CLASS DEFINITION</u>

- "Class" means all current and former non-exempt employees employed by Defendants in California during the class period. (¶1.5)
- "Class Period" means the period from May 21, 2016 to October 28, 2024. (¶1.12)
- "Aggrieved Employee" means a current or former non-exempt employee of Defendants in California during the PAGA Period. (¶1.4)
- "PAGA Period" means the period from June 30, 2018 to October 28, 2024. (¶1.34)
- "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (¶1.38)

<u>TERMS OF SETTLEMENT AGREEMENT</u>

<u>The essential terms are as follows</u>:

- The Gross Settlement Amount ("GSA") is **$1,600,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount ("Net") (**$818,167**) is the GSA minus the following:
    - Up to **$533,333** (33 1/3%) for attorney fees (¶3.2.2);
    - Up to **$95,000** for litigation costs (*Ibid.*);
    - Up to **$17,500 total** [$7,500 to Pl. Simons, $5,000 each to Pls. Cano and Rejniak] for a Service Payment to each Named Plaintiff (¶3.2.1);
    - Up to **$56,000** for settlement administration costs (¶3.2.3); and
    - Payment of **$80,000** PAGA penalty (75% or $60,000 to the LWDA). (¶3.2.5)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: Each Participating Class Member will receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks Employed by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks Employed. (¶3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.4.2)

- “Workweeks Employed” means any week during which a Class Member was employed by Defendants for at least one day, during the Class Period. (¶1.48)
- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of the PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. (¶3.2.5.1)
- Tax Allocation**:** Each Participating Class Member’s Individual Class Payments will be allocated as follows: 10% as wages, 10% to settlement of claims for reimbursement of expenses, and 80% as interest and penalties. (¶3.2.4.1) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (¶3.2.5.2)

- Response Deadline**:** “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. (¶1.46) The same deadlines apply to the submission of workweek disputes. (¶8.5.5)
  - If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. (¶10)
- Funding of Settlement**:** Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date. (¶4.3)
- Disbursement: Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶4.4)
- Uncashed Settlement Checks: The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class 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. (¶4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Safe Place for Youth, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”). (¶4.4.3)

    - The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (Sabourian Decl. ISO Prelim, ¶61; Supp. Decl. of Cole Simons ISO Prelim, ¶3; Supp. Decl. of Alma Cano ISO Prelim, ¶3; Supp. Decl. of Zachary Rejniak ISO Prelim, ¶2; Decl. of Eugene Ryu ISO Prelim, ¶2; Decl. of Neil A. Eddington ISO Prelim, ¶2; Decl. of Penny Chen Fox ISO Prelim, ¶2.)
- The settlement administrator will be CPT Group. (¶1.2)
- Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶8.7.1)
- The proposed Settlement Agreement was last submitted to the LWDA on February 23, 2026. (Supp. Sabourian Decl. ISO Prelim, Exhibit C.)
- Release of Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶6)
    - Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including but not limited to any and all claims for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized statements; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (8) unfair and unlawful business practices. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (¶6.2)
    - Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, but not limited to, any and all claims for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized statements; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (8) unfair and unlawful business

practices; (9) Penalties under the Labor Code Private Attorneys General Act. (¶6.3)

    - "PAGA Notice" means Plaintiff Cano's letter to Defendants and the LWDA and Plaintiff Rejniak's letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). (¶1.36)
    - Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. (¶8.5.4)

- "Released Parties" means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, affiliates, parents, assigns, and subsidiaries, along with Lender Released Parties. (¶1.44)
    - "Lender" means each "Lender" under that certain Credit and Guaranty Agreement (as amended, modified, supplemented, amended and restated, replaced, or refinanced from time to time) dated as of April 25, 2017, by and among the Lenders identified on the signature pages thereof, Goldman Sachs Specialty Lending Group, L.P. ("Goldman"), Cerca Trova Restaurant Group Holdings, Inc., and the other "Borrowers" and "Credit Parties" party thereto from time to time. (¶1.27)
    - "Lender Released Parties" means Goldman, each Lender, and each of their predecessors, successors, successors-in-interest, assigns, heirs, representatives, current and former directors, officers, managers, shareholders, equity holders (regardless of whether such interests are held directly or indirectly), members, managed investment funds or investment vehicles, investment advisers, subadvisors, predecessors, participants, successors, assigns (whether by operation of law or otherwise), managed or advised entities, accounts or funds, partners, limited partners, general partners, trustees, principals, employees, agents (including any disbursing agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, fund advisors, and other professionals, representatives, advisors, and the respective heirs, executors, estates, servants, and nominees of each of the foregoing, in each case, solely in their capacities as such. (¶1.28)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (¶6.1)

<u>ANALYSIS OF SETTLEMENT AGREEMENT</u>

A. <u>Does a presumption of fairness exist?</u>

The Court preliminarily found in its Order of February 26, 2026 that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class.

Reaction of the class members to the proposed settlement.

Number of class members: 18,889 (Singh Decl., ¶4.)
Number of notice packets mailed: 18,889 (*Id.* at ¶6.)
Number of undeliverable notices: 308 (*Id.* at ¶8.)
Number of opt-outs: 1 (*Id.* at ¶10.)
Number of objections: 1 (*Id*. at ¶9.)
Number of participating class members: 18,888 (*Id.* at ¶12.)
Average individual payment: $43.31 (*Id.* at ¶14.)
Highest individual payment: $266.89 (*Ibid.*)

The objection of Class Member Christoher O'Brien is OVERRULED. Christoher O'Brien does not explain his calculations or the basis for his estimation that he is owed $856.47 rather than $15.13. In any event, Christoher O'Brien's belief that he is owed more money than the class settlement provides to him is not a sufficient basis to deny final approval because he could have and should have opted out and pursued an individual action against Defendant. Notably, the reaction of Class Members to this settlement has been overwhelmingly positive. There are 18,888 participating class members who have neither objected nor opted out. In light of the reactions of the Class Members to the proposed settlement and for the reasons set for in the Preliminary Approval order, the Court finds the settlement to be fair, adequate, and reasonable.

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel requests an award of **$533,333** in fees and **$95,000** in costs. (Memo ISO Final Approval at 26:18-22.) The Settlement Agreement provides for up to $533,333 (33 1/3%) for attorney fees and up to $95,000 in costs (¶3.2.2).

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) Here, class counsel request attorney fees using the percentage method, as crosschecked by lodestar. (Memo ISO Final at pp. 19-26.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents one-third of the gross settlement amount, which is the average generally awarded in class actions. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated:

Firm	Rates	Hours	Totals
Matern Law Group	$600-1,150	487.7	$412,192.50
Parris Law Firm	$700	253.3	$177,310.00
Totals		**425.8**	**$589,502.50**

(Declaration of Kayvon Sabourian ISO Final, ¶46; Declaration of Alexander R. Wheeler ISO Final, ¶15.)

Counsel’s percentage-based fee request is lower than the unadjusted lodestar, and would represent application of a multiplier of approximately 0.9x.

Fee Split: Plaintiffs Cano and Simons signed written consents to the division of fees generated by this action between proposed class counsel, Matern Law Group, PC and Parris Law Firm, whereby 80% of the fees awarded will go to Matern Law Group, PC and 20% will go to Parris Law Firm. (Sabourian Decl. ISO Final, ¶70.)

Here, the **$533,333** fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of the fee request was provided to class members in the notice packet, and no one specifically objected. (Singh Decl., ¶9, Exhibit A.)

As for costs, Class Counsel is requesting a cost amount of **$95,000**. This equals the $95,000 cap established at preliminary approval, which was disclosed to Class Members in the Notice and not specifically objected to. (Singh Decl., ¶9, Exhibit A.) Counsel represent that they incurred actual costs totaling $99,786.54 ($73,704.36 to MLG; $26,082.18 to Parris) which include, but are not limited to: filing and service fees, court reporters, deposition costs, Case Anywhere, translation services, mediation fees, and expert fees. (Sabourian Decl. ISO Final, ¶63, Exhibit C; Wheeler Decl. ISO Final, ¶14, Exhibit B.) These costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the Court hereby awards **$533,333** in fees and **$95,000** in costs.

D. Incentive Awards

The class representatives seek enhancement payments in the amounts of **$7,500** to Plaintiff Cole Simons and **$5,000 each** to Plaintiffs Alma Cano and Zachary Rejniak for their contributions to the action. (Memo ISO Final at 26:17-17:1.)

In connection with the final fairness hearing, named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they “should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id*. at 806-807, italics and ellipsis in original.)

Plaintiff Simons represents that his contributions to this action include: intake and sign up interview, interviewing with his attorney, searching for documents for his attorneys, reviewing documents, identifying potential witnesses, telephonic meetings with his attorneys, speaking with class members, participating in settlement negotiations, reviewing the original settlement agreement and amended settlement agreements, reviewing signing declarations, and speaking with his attorneys. He estimates spending 50 hours on the case. (Declaration of Cole Simons ISO Final, ¶4.)

Plaintiff Cano represents that her contributions to this action include: intake and sign up interview, interviewing with her attorney, searching for documents for her attorneys, reviewing documents, identifying potential witnesses, telephonic meetings with my attorneys, speaking with class members, providing information to her attorneys to respond to Defendants multiple sets of discovery requests, reviewing the discovery responses prepared by her attorneys, meeting with her attorneys to prepare for her deposition, sitting for her deposition, participating in settlement negotiations, reviewing the settlement agreement and amended settlement agreements, and reviewing and signing her declarations. She estimates spending 110 hours on the case. (Declaration of Alma Cano ISO Final, ¶4.)

Plaintiff Rejniak represents that his contributions to this action include: gathering documents and information, gathering information from co-workers, providing his attorneys with information and answering questions about his job, maintaining frequent contact with his attorneys, answering his attorneys' questions concerning the job duties of the employees, the employment policies and procedures of Defendant, the names and contact information of former employees, hours worked, and what documents may be available, and being available during the mediation. He estimates spending 71 hours on the case. (Declaration of Zachary Rejniak ISO Final, ¶¶9-16.)

Based on the above, as well as the benefits obtained on behalf of the class, the Court hereby grants the enhancement payments in the amounts of **$7,500** to Plaintiff Cole Simons and **$5,000 each** to Plaintiffs Alma Cano and Zachary Rejniak.

E. <u>Settlement Administration Costs</u>

The settlement administrator, CPT Group, Inc., represent that their fees total **$63,000**, of which **$56,000** will be deducted from the Gross Settlement Amount and **$7,000** will be paid separately by Defendant. (Singh Decl., ¶16.) The amount of $56,000 to be deducted from the GSA equals the cap of $56,000 provided for at preliminary approval (¶3.2.3) and disclosed to the Class on the Notice form, to which there were no specific objections. (Singh Decl., ¶9, Exhibit A.) Based on the above, the Court hereby awards administration costs in the requested amount of **$63,000.**

<u>CONCLUSION AND ORDER</u>

The objection of Class Member Christoher O'Brien is OVERRULED.

The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount ("GSA") is **$1,600,000**, non-reversionary. (¶3.1)
- The Court hereby approves and awards the following payments from the GSA:
    - **$533,333** (33 1/3%) for attorney fees to Class Counsel, Matern Law Group, PC and Parris Law Firm (¶3.2.2);
    - **$95,000** for litigation costs (*Ibid.*);
    - Service/Enhancement Payments of **$7,500** to Plaintiff Cole Simons and **$5,000 each** to Plaintiffs Alma Cano and Zachary Rejniak, for a total of **$17,500** (¶3.2.1);
    - **$56,000** for settlement administration costs (*in addition to the $7,000* that Defendant will separately pay) (¶3.2.3); and
    - **$80,000** PAGA penalty (75% or $60,000 to the LWDA; and 25% or $20,000 to the Aggrieved Employees). (¶3.2.5)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)

Plaintiff's Counsel is ordered to file and serve within 10 days a single document that constitutes both a proposed Order and Judgment, consistent with this ruling containing all requisite terms, including the class definition, release language, and a statement of the number and identity of class members who requested exclusion. Specifically, Plaintiff's Counsel is ordered to file and serve a proposed Order and Judgment (a clean copy and separately a redlined version) that makes the following revisions to the [PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT that Plaintiff electronically lodged on 7/13/26.

- In paragraph 8, the Court will add: "The objection of Class Member Christoher O'Brien is OVERRULED."
- The parties must be prepared at the hearing to provide the names of the single class member who opted out so that their name may be added to the order and judgment at paragraph 9 as follows: **"{Name of singular opt-out}** timely opted out of the class and shall be excluded from the class and from the release."

- Please replace paragraph 15 with the verbatim language of the class release: "Effective on the date when Defendants fully fund the Gross Settlement Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including but not limited to any and all claims for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized statements; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (8) unfair and unlawful business practices. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

- Please replace paragraph 16 with the verbatim language of the PAGA release: "Effective on the date when Defendants fully fund the Gross Settlement Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, but not limited to, any and all claims for (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized statements; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (8) unfair and unlawful business practices; (9) Penalties under the Labor Code Private Attorneys General Act."

- The word "each" will be added to Paragraph 20 to make clear that the Court is awarding $5,000 *each* to Cano and Rejniak.

- Paragraph 26 shall be amended to add that "Class Counsel is ordered to file and serve a Final Report re: Distribution of the settlement funds by **9/13/27**, and a Non-Appearance Case Review is set for **9/20/27**, 8:30 a.m., Department 9."

Within 10 days of this order, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the

Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

Class Counsel is ordered to file and serve a Final Report re: Distribution of the settlement funds by **9/13/27**, and a Non-Appearance Case Review is set for **9/20/27**, 8:30 a.m., Department 9.

THE COURT'S JUDICIAL ASSISTANT IS TO GIVE NOTICE TO THE MOVING PARTY (PLAINTIFF). THE MOVING PARTY IS TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: August 13, 2026

Elaine Lu / Judge
Judge of the Superior Court