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6 ALEXANDRA ESCAMILLA, MIREYA
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7 MOLYNEAUX, individually, and on behalf of all
others similarly situated
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
11

12 ALEXANDRA ESCAMILLA, an individual,
13 on behalf of herself and all others similarly
situated; *et al.*,

14 Plaintiffs,

15 vs.

16 ONO HAWAIIAN BBQ, INC., a California
17 corporation; *et al.*,

18 Defendants.
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FILED
Superior Court of California
County of Los Angeles
03/30/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

CASE NO.: BC651992

[Assigned for all purposes to the
Honorable Elihu M. Berle, Dept. SSC-6]

~~[SECOND AMENDED PROPOSED]~~
**ORDER GRANTING PLAINTIFFS’
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: March 27, 2023
Time: 10:00 a.m.
Dept.: SSC-6

Action Filed: February 27, 2017
SAC Filed: August 25, 2017
TAC Filed: November 30, 2017
4AC Filed: June 28, 2019
5AC Filed: March 4, 2021
Trial Date: None Set

1 **ORDER**

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”)
3 filed by Plaintiffs Alexandra Escamilla, Mireya Corona, Steven Rivera, and Brianna Molyneaux
4 (“Plaintiffs”) came before this Court on March 27, 2023 at 10:00 a.m. Having reviewed Plaintiffs’
5 Motion, the Declaration of Matthew J. Matern, and exhibits thereto, including the Class Action
6 and PAGA Settlement Agreement (“Settlement” or “Agreement”), the Declaration of Julie Green
7 on Behalf of Settlement Administrator, CPT Group, Inc., the Declaration of Alexandra Escamilla,
8 the Declaration of Mireya Corona, the Declaration of Steven Rivera, and the Declaration of
9 Brianna Molyneaux, and for good cause appearing, the Court hereby finds and ORDERS as
10 follows:

11 1. All defined terms contained herein shall have the same meanings as set forth in the
12 Settlement.

13 2. The Court finds on a preliminary basis that the Settlement memorialized in the
14 Agreement appears to be fair, adequate, and reasonable, falls within the range of reasonableness,
15 and therefore meets the requirements for preliminary approval.

16 3. The Court provisionally certifies, for settlement purposes only, the following Class:
17 All non-exempt employees of Defendants Ono Hawaiian BBQ,
18 Inc., Apelila And J, LLC, Culver City Sepulveda, LLC, Santa
19 Monica Bundy, LLC, Alhambra Valley Restaurant, LLC, C & S
20 Stockton, LLC, Colma Serramonte Restaurant, LLC, Hayward
21 Hesperian Restaurant, LLC, Las Tunas Enterprise, LLC, Manteca
22 Airport Restaurant, LLC, Mira Loma PR, LLC, Moreno Beach
23 Express, Inc., Morgan Cochrane, LLC, OHB Holding I, LLC, Perris
24 Case, LLC, Puente Hills Restaurant, LLC, Riverside CSP
25 Restaurant, LLC, Rosemead Marshall Restaurant, LLC, S & F
26 Hawaiian BBQ, LLC, S & H Hayward, LLC, San Leandro Palma,
27 LLC, Walnut Florence, LLC, Alameda Compton, LLC, Culver City
28 Jefferson, LLC, Fontana Summit, LLC, Hollywood Sunset, LLC,
Turlock Countryside Restaurant, LLC, Stockton Pacific Restaurant,
LLC, LA Sunset, LLC, Malaki And J, LLC, J & U Hawaiian BBQ,
LLC, ONO Management, LLC, San Pedro Gaffey Investments,
LLC, WH Gardena Marketplace, LLC, and OHB Restaurant, LLC
 (“Defendants”) who performed work in California for any
 Defendant at any time from February 27, 2013 through January 26,
 2023.

27 4. The Court finds, for settlement purposes only, that the Class meets the
28 requirements for certification under California Code of Civil Procedure section 382 in that: (1) the

1 class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
2 common to all Class Members which predominate over individualized issues; (3) Plaintiffs'
3 claims are typical of the claims of the Class Members; (4) Plaintiffs and Plaintiffs' counsel will
4 fairly and adequately protect the interests of the class; and (5) a class action is superior to other
5 available methods for the fair and efficient adjudication of the controversy.

6 5. The Court hereby approves the terms and conditions provided for in the Settlement.
7 The parties are ordered to carry out the Settlement according to its terms.

8 6. The Court appoints, for settlement purposes only, Plaintiffs Alexandra Escamilla,
9 Mireya Corona, Steven Rivera, and Brianna Molyneaux as the Class Representatives.

10 7. The Court appoints, for settlement purposes only, Matern Law Group, PC as Class
11 Counsel. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
12 consents required by, or which may be given, pursuant to the Settlement, and such other acts
13 reasonably necessary to finalize the Settlement and its terms. Any Class Member may enter an
14 appearance through his or her own counsel at such Class Member's own expense. Any Class
15 Member who does not enter an appearance or appear on his or her own behalf will be represented
16 by Class Counsel.

17 8. The Court hereby preliminarily approves the Settlement and the Gross Settlement
18 Amount of \$3,000,000.00. The Gross Settlement Amount shall cover all anticipated and
19 unanticipated expenses associated with the settlement including the following items: (1)
20 Individual Class Payments to Participating Class Members; (2) Individual PAGA Payments; (3)
21 the LWDA PAGA Payment; (4) Class Counsel Fees; (5) Class Counsel Expenses; (6) Class
22 Representative Service Payments; and (7) the Administration Expenses Payment. The Employer
23 Paid Taxes shall be paid separately from and in addition to the Gross Settlement Amount.

24 9. The Court finds that, on a preliminary basis, the Settlement appears to be within the
25 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
26 It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable
27 as to all potential Class Members when balanced against the probable outcome of further litigation
28 relating to liability and damages issues. It also appears that extensive and costly investigation,

1 research and court proceedings have been conducted so that counsel for the parties are able to
2 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
3 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
4 be presented by the further prosecution of the Action. It also appears that settlement has been
5 reached as a result of intensive, serious, and non-collusive, arms-length negotiations, including a
6 Mandatory Settlement Conference with Hon. Zaven V. Sinanian.

7 10. The Court approves, as to form and content, the Court Approved Notice of Class
8 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), attached hereto as
9 **Exhibit A**. The Court finds that the notice plan is the best means practicable under the
10 circumstances for providing notice to the Class Members, and, when completed, shall constitute
11 due and sufficient notice of the class action, proposed settlement, and the final approval hearing to
12 all persons entitled to such notice, in full compliance with California Code of Civil Procedure §
13 382, California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and
14 United States Constitutions, and other applicable laws.

15 11. The Court appoints CPT Group, Inc. as the Administrator. The Court hereby directs
16 the Administrator to disseminate the approved Class Notice according the procedures set forth in
17 the Settlement.

18 12. Any Class Member may choose to be excluded from the Settlement as provided in
19 the Settlement and Class Notice and by following the instructions for requesting exclusion. Any
20 person who timely and properly requests to be excluded from the Settlement will not be bound by
21 the Settlement or have any right to object, appeal, or comment thereon. Any request for exclusion
22 must be signed by each such Class Member and must otherwise comply with the requirements
23 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a
24 valid and timely request before the expiration of the Response Deadline shall be bound by all
25 determinations of the Court, the Settlement, and the Judgment.

26 13. A Final Approval Hearing will be held before this Court on July 25, 2023 at 9:00
27 a.m. in Department 6 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312
28 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning

1 the Agreement, including whether the Agreement is fair, adequate, and reasonable and should be
2 finally approved by the Court and whether a Judgment should be entered herein. At the same
3 time, a hearing on Class Counsel’s motion for attorneys’ fees and reimbursement of litigation
4 costs and the Class Representative Service Payments shall also be held.

5 14. Any Class Member may appear at the Final Approval Hearing and object to the
6 Settlement or express his or her views regarding the Settlement, and may present evidence and file
7 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
8 the Court as provided in the Class Notice.

9 15. The Court sets the following implementation schedule:

11 Deadline for Defendants to provide the Class Data to the Administrator	April 12, 2023
13 Deadline for Administrator to mail the Class Notice to Class Members	April 26, 2023
15 Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement and Motion for Award of Attorney Fees, Costs, and Class Representative Service Payments	May 26, 2023
17 Deadline for Class Members to submit an objection or Request for Exclusion (“Response Deadline”)	June 26, 2023 ¹
19 Deadline to file a response to objections	July 14, 2023
21 Deadline to file declaration from Administrator	July 14, 2023
22 Final Approval Hearing	July 25, 2023 at 9:00 a.m.

23 16. Pending the Final Approval Hearing, all proceedings in this action, other than
24 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
25 Order, are stayed.

27 ¹ Pursuant to the Agreement, Class Members who are sent a re-mailed Class Notice shall
28 have their Response Deadline extended by fourteen (14) days. Settlement ¶ 7.4.4.

1 17. To facilitate administration of the Settlement pending final approval, the Court
2 hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative
3 proceedings regarding claims released by the Settlement unless and until such Class Members
4 have submitted valid requests for exclusion to the Administrator and the Response Deadline has
5 elapsed.

6 **IT IS SO ORDERED.**



Elihu M. Berle

7 03/30/2023

8 DATED: _____

Elihu M. Berle / Judge

HON. ELIHU M. BERLE
Judge of the Superior Court

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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Alexandra Escamilla, et al. v. Ono Hawaiian BBQ, Inc., et al.
Los Angeles Superior Court Case No. BC651992

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Ono Hawaiian BBQ, Inc., Apelila And J, LLC, Culver City Sepulveda, LLC, Santa Monica Bundy, LLC, Alhambra Valley Restaurant, LLC, C & S Stockton, LLC, Colma Serramonte Restaurant, LLC, Hayward Hesperian Restaurant, LLC, Las Tunas Enterprise, LLC, Manteca Airport Restaurant, LLC, Mira Loma PR, LLC, Moreno Beach Express, Inc., Morgan Cochrane, LLC, OHB Holding I, LLC, Perris Case, LLC, Puente Hills Restaurant, LLC, Riverside CSP Restaurant, LLC, Rosemead Marshall Restaurant, LLC, S & F Hawaiian BBQ, LLC, S & H Hayward, LLC, San Leandro Palma, LLC, Walnut Florence, LLC, Alameda Compton, LLC, Culver City Jefferson, LLC, Fontana Summit, LLC, Hollywood Sunset, LLC, Turlock Countryside Restaurant, LLC, Stockton Pacific Restaurant, LLC, LA Sunset, LLC, Malaki And J, LLC, J & U Hawaiian BBQ, LLC, ONO Management, LLC, San Pedro Gaffey Investments, LLC, WH Gardena Marketplace, LLC, and OHB Restaurant, LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Alexandra Escamilla, Mireya Corona, Steven Rivera, and Brianna Molyneaux (“Plaintiffs”) and seeks payment of (1) wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendants in California during the Class Period (February 27, 2013 through January 26, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants in California during the PAGA Period (December 24, 2015 through January 26, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked more during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice.

The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. **You cannot opt-out of the PAGA portion of the proposed Settlement.**

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (“Released Class Claims” and “Released PAGA Claims,” as defined in Section 3 of this Notice).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>June 26, 2023</u>	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement.

	Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below in Section 3 of this Notice).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by June 26, 2023	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class and Aggrieved Employees. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>July 25, 2023</u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u>July 25, 2023</u> . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by June 26, 2023	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by June 26, 2023. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by (1) failing to provide required meal periods; (2) failing to provide required rest periods; (3) failing to pay overtime wages; (4) failing to pay minimum wages; (5) failing to pay all wages due to discharged and quitting employees; (6) failing to maintain required records; (7) failing to furnish accurate itemized wage statements; (8) failing to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) engaging in unfair and unlawful business practices. Based on the same and similar claims, Plaintiffs Alexandra Escamilla and Brianna Molyneaux have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Matern Law Group, PC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied

with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator and participated in a Mandatory Settlement Conference with a sitting civil judge in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$3,000,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 calendar days after the Judgment entered by the Court become final. The Judgment will be final on the sixty-first (61st) day following service of the Notice of Entry of the Court’s Order and/or Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$1,000,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$225,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 each to Plaintiffs Alexandra Escamilla, Mireya Corona, Steven

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QUESTIONS? Please call the Administrator at [xxx-xxx-xxxx] or visit [www.xxxxxxxxxxxxxx]

Rivera, and Brianna Molyneaux, for a total of \$40,000.00, as a Class Representative Service Payments for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to \$55,000.00 to the Administrator for services administering the Settlement.

D. Up to \$300,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay "Employer Paid Taxes" (defined as "taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments") they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a

Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than June 26, 2023, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the June 26, 2023 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendants.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, CPT Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Released Class Claims. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all Employer Paid Taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for the Released Class Claims or Released PAGA Claims.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims."

"Released Parties" means Ono Hawaiian BBQ, Inc., Apelila And J, LLC, Culver City Sepulveda, LLC, Santa Monica Bundy, LLC, Alhambra Valley Restaurant,

LLC, C & S Stockton, LLC, Colma Serramonte Restaurant, LLC, Diamond Bridgegate Investments, LLC, Fairway Colima CA Six, LLC, Hayward Hesperian Restaurant, LLC, Las Tunas Enterprise, LLC, Manteca Airport Restaurant, LLC, Mira Loma PR, LLC, Moreno Beach Express, Inc., Morgan Cochrane, LLC, OHB Holding I, LLC, Perris Case, LLC, Puente Hills Restaurant, LLC, Riverside CSP Restaurant, LLC, Rosemead Marshall Restaurant, LLC, S & F Hawaiian BBQ, LLC, S & H Hayward, LLC, S & S Hawaii B.B.Q., LLC, San Leandro Palma, LLC, Walnut Florence, LLC, Ahi Mahi Enterprise, LLC, Alameda Compton, LLC, Apple Valley BV Restaurant, LLC, Culver City Jefferson, LLC, Fontana Summit, LLC, HGL Global, LLC, HGL Restaurant Group, LLC, Redlands LA, LLC, Hollywood Sunset, LLC, Pie 585 Investments, LLC, Turlock Countryside Restaurant, LLC, Stockton Pacific Restaurant, LLC, LA Sunset, LLC, Malaki And J, LLC, J & U Hawaiian BBQ, LLC, WH Gardena Marketplace, LLC, San Pedro Gaffey, LLC, San Pedro Gaffey Investments, LLC, Ono Management, LLC, Ianuali and J, LLC, OHB 2021, LLC, and OHB Restaurant, LLC and each of their past, present, and future agents, employees (including but not limited to Hua Gui Liang (aka “Joe Liang”), and Jim Ng), servants, officers (including but not limited to Joshua Liang), directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, staffing agencies and companies, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), common law employers, potential and alleged common law employers, contractors, lenders, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

“Released Class Claims” means all claims that were alleged, or could have been alleged, in the Action and/or arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged. The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, failure to pay double-time wages, and interest thereon; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; failure to timely pay final wages; unfair business practices related to the Released Class Claims; penalties, including recordkeeping penalties, wage statement penalties,

minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; and attorneys' fees and costs; all claims related to the Released Class Claims arising under: the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, and 2804); Wage Order No. 5-2001 of the California Industrial Welfare Commission; California Business and Professions Code sections 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3288, 3336 and 3294; California Code of Civil Procedure § 1021.5. The Released Class Claims excludes the release of claims not permitted by law. Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018). The Released Class Claims are limited to the Class Period.

10. Aggrieved Employees' Released PAGA Claims. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the Employer Paid Taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Released Parties as follows:

All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims (Settlement), shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action, based on the allegations asserted in Plaintiffs' Operative Complaint, as amended, and/or in the PAGA Notices. The Released PAGA Claims include, but are not limited to, claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include but are not limited to claims for violation of Wage Order 5-2001 and the following California Labor Code sections: 200, 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223,

224, 225, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, 2804, 2698 *et seq.*, and 2699 *et seq.*). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$75,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employees' PAGA Pay Periods.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until June 26, 2023 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Escamilla, et al. v. Ono Hawaiian BBQ, Inc., et al.* (Los Angeles Superior Court Case No. BC651992), and include your identifying information (full name, address, and email address or telephone number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by June 26, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. By May 26, 2023, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at [insert website] or the Court's website at <https://www.lacourt.org/documentimages/civilimages/publicmain.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is June 26, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Escamilla, et al. v. Ono Hawaiian BBQ, Inc., et al.* (Los Angeles Superior Court Case No. BC651992) and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 25, 2023 at 9:00 a.m. in Department SSC-6 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [[insert website](#)] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [[insert website](#)]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. BC651992. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Manhattan Beach, CA 90266

Telephone: (310) 531-1900

Facsimile: (310) 531-1901

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Office Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.