

1 **ZAKAY LAW GROUP, APLC**
2 Shani O. Zakay (State Bar #277924)
3 shani@zakaylaw.com
4 Eden Zakay (State Bar #339536)
5 eden@zakaylaw.com
6 Jaclyn M. Joyce (State Bar #285124)
7 jaclyn@zakaylaw.com
8 San Diego, CA 92121
9 Telephone: (619) 255-9047

7 **JCL LAW FIRM, APC**
8 Jean-Claude Lapuyade (State Bar #248676)
9 jlapuyade@jcl-lawfirm.com
10 Perssia P. Rasma (State Bar #351398)
11 prazma@jcl-lawfirm.com
12 5440 Morehouse Drive, Suite 3600
13 San Diego, CA 92121
14 Telephone: (619) 599-8292

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 JESUS GARCIA, an individual, on behalf of
16 himself and on behalf of all persons similarly
17 situated,

17 Plaintiff,

18 v.

19 THE BEACH CHALET, a California Limited
20 Partnership; and DOES 1-50, Inclusive,

21 Defendants.

Case No.: CGC-22-600090

[Action Filed June 9, 2022]

**CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

1 This Settlement Agreement and Release of Claims is entered into by and between Plaintiff
2 JESUS GARCIA (hereinafter “Plaintiff”), individually, on behalf of himself and on behalf of all
3 persons similarly situated, and Defendant THE BEACH CHALET, L.P. (hereinafter “Defendant”)
4 (together the “Parties”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the putative PAGA and class action lawsuit *Garcia v. The Beach*
7 *Chalet, L.P.*, Case No. CGC-22-600090, filed in San Francisco County Superior
8 Court.
- 9 B. “Agreement” or “Settlement Agreement” means this CLASS ACTION AND PAGA
10 SETTLEMENT AND RELEASE OF CLAIMS.
- 11 C. “Aggrieved Employees” means all current and former non-exempt employees who
12 worked for Defendant The Beach Chalet, L.P., in California at any time during the
13 period beginning on April 4, 2021 through February 2, 2025.
- 14 D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
15 paid to Class Counsel for the actual costs they have incurred of up to \$30,000.
- 16 E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
17 Class Counsel for the services they have rendered to Plaintiff and the Settlement
18 Class in the Action, not to exceed one-third of the Gross Settlement Amount
19 (currently estimated to be \$133,333.33 out of \$400,000). Attorneys’ Fees will be
20 divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and 50%
21 to Zakay Law Group, APLC. Plaintiff expressly consents to this fee division.
- 22 F. “Claims Administration Expenses” shall mean the amount that the Court authorizes
23 to be paid to the Settlement Administrator for administering the Settlement pursuant
24 to this Agreement currently estimated not to exceed \$8,500.00.
- 25 G. “Class” or the “Class Members” means all current and former non-exempt employees
26 who worked for Defendant The Beach Chalet, L.P., in California at any time during
27 beginning on June 9, 2018 through February 2, 2025.
- 28

- 1 H. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
2 Shani Zakay, Esq. of Zakay Law Group, APLC.
- 3 I. “Class Data” means information regarding Class Members that Defendant will in
4 good faith compile from their records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member’s full name; last known address; Social Security Number; start dates and end
7 dates of employment, and any other information the Settlement Administrator deems
8 necessary to accurately calculate the number of Workweeks and Pay Period worked
9 by each Class Member and Aggrieved Employee during the Class and PAGA Periods.
- 10 J. “Class Period” means the period from June 9, 2018 to October 22, 2024.
- 11 K. “Class Representative” shall mean Jesus Garcia.
- 12 L. “Court” means the Superior Court for the State of California, County of San
13 Francisco.
- 14 M. “Defendant” shall mean The Beach Chalet, L.P.
- 15 N. “Effective Date” means the date upon which both of the following have occurred: the
16 Court enters judgment granting final approval of the Settlement and the Court’s
17 judgment approving the Settlement becomes final. The judgment is final as of the
18 following: (i) if no Class Member files a Notice of Objection to the Settlement, the
19 day the Court enters Judgment in the Action; or (ii) if there is an appeal of the Court’s
20 judgment, the date the judgment is affirmed on appeal, the date of dismissal of such
21 appeal, or the expiration of the time to file a petition for review with any appellate
22 court that has jurisdiction; or (iii) if a petition for review is filed, the date of denial of
23 the petition or the date the Court’s judgment is entered, pursuant to such petition; or
24 (iv) if no appeal is filed, the expiration date of the time for filing or noticing any
25 appeal of the Court’s judgment. If a timely Notice of Objection to the Settlement is
26 filed (including an objection from the LWDA), the Effective Date shall be the later
27 of: (a) the date on which the time for all appeals relating to objections to the
28 Settlement and the final approval order has expired; or (b) if an appeal, review, or

1 writ is sought, the date on which the highest reviewing court renders its decision
2 denying any petition (were the immediately lower court affirmed the judgment) or
3 affirming the judgment. Provided, however, if the LWDA has commenced an
4 investigation or issued a citation prior to the Effective Date, as determined under the
5 foregoing definition, the Effective Date will be extended to the date that the LWDA
6 concludes its investigation or resolves the citation (whichever is later), or if the
7 LWDA objects to the Settlement, the date when the LWDA's objection to the
8 Settlement is resolved and no longer appealable.

9 O. "Funding Date" shall be the later of the following: (1) the Effective Date; or (2) by
10 February 3, 2026.

11 P. "Gross Settlement Amount" means Four-Hundred Thousand Dollars and Zero Cents
12 (\$400,000.00) that Defendant must pay into the QSF in connection with this
13 Settlement, inclusive of the sum of Individual Settlement Payments, Claims
14 Administration Expenses, Attorneys' Fees and Attorneys' Expenses, the Service
15 Award, and the PAGA Payment and *exclusive* of the employer's share of payroll tax,
16 if any, triggered by any payment under this Settlement.

17 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
18 Amount to each Settlement Class Member and excludes any amounts distributed to
19 Aggrieved Employees pursuant to PAGA.

20 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
21 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and
22 Claims Administration Expenses.

23 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
24 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
25 than formatting changes to facilitate printing by the Settlement Administrator).

26 T. "Operative Complaint" shall mean the Second Amended Complaint ("SAC") on file
27 in the Action.

28

- 1 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
2 Labor Code § 2698 *et seq.*
- 3 V. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA
4 Period for each Aggrieved Employee divided by the sum total of the PAGA Pay
5 Periods for all Aggrieved Employees during the PAGA Period.
- 6 W. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)
7 to be allocated from the Gross Settlement Amount, with 25% of the payment
8 (\$5,000.00) going to the Aggrieved Employees ("Aggrieved Employee Payment")
9 and 75% of the payment (\$15,000.00) going to the LWDA ("LWDA Payment"). The
10 amount of the PAGA Payment is subject to Court approval pursuant to California
11 Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to
12 increase the PAGA Payment will not constitute grounds by either party to void this
13 Agreement, so long as the Gross Settlement Amount remains the same.
- 14 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
15 Employee Payment, as defined herein, means the number of pay periods of
16 employment during the PAGA Period that each Aggrieved Employee worked for
17 Defendant in California.
- 18 Y. "PAGA Period" means the period from April 4, 2021 to February 2, 2025.
- 19 Z. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
20 Plaintiff or Defendant, individually.
- 21 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
22 by the sum total of Workweeks for all Class Members during the Class Period.
- 23 BB. "Plaintiff" shall mean Jesus Garcia.
- 24 CC. "QSF" means the "Qualified Settlement Fund" established, designated, and
25 maintained by the Settlement Administrator to fund the Gross Settlement Amount.
- 26 DD. "Released Class Claims" shall mean the release all class claims that were alleged, or
27 that reasonably could have been alleged, based on the facts alleged in the Operative
28 Complaint which occurred during the Class Period, and expressly excluding all other

1 claims, including claims for vested benefits, wrongful termination, unemployment
2 insurance, disability, social security, workers' compensation, and class claims outside
3 of the Class Period.

4 EE. "Released PAGA Claims" shall mean all PAGA claims alleged, or that could have
5 reasonably been alleged, in the Operative Complaint and Plaintiff's PAGA notice to
6 the LWDA which occurred during the PAGA Period, and expressly excluding all
7 other claims, including claims for vested benefits, wrongful termination,
8 unemployment insurance, disability, social security, workers' compensation, and
9 PAGA claims outside of the PAGA Period.

10 FF. "Released Parties" shall mean Defendant and all of its past, present, and future related,
11 direct or indirect companies, parents, owners, subsidiaries, predecessors, successors,
12 affiliates and assigns, as well as each of its past, present, and future officers, directors,
13 employees, partners, members, shareholders and agents, attorneys, insurers, and
14 reinsurers, plus any individual or entity which could be jointly liable with Defendant.

15 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
16 Administrator first mails Notice Packets to Class Members and the last date on which
17 Class Members may submit Requests for Exclusion or Notices of Objections to the
18 Settlement.

19 HH. "Service Award" mean an award in the amount of \$10,000.00 or in an amount that
20 the Court authorizes to be paid to the Class Representative, in addition to his
21 Individual Settlement Payment and his individual Aggrieved Employee Payment, in
22 recognition of his efforts and risks in assisting with the prosecution of the Action.

23 II. "Settlement" means the disposition of the Action pursuant to this Agreement.

24 JJ. "Settlement Administrator" means Atticus Class Action Administration, 1295
25 Northland Drive Suite 160, St. Paul, MN 55120; Tel 612-383-2505. The Settlement
26 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
27 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
28 of the Gross Settlement Amount is deposited for the purpose of resolving the claims

1 of Settlement Class Members. The Settlement Administrator shall maintain the funds
2 until distribution in an account(s) segregated from the assets of Defendant and any
3 person related to Defendant. *All accrued interest from the deposited Gross*
4 *Settlement Amount shall be paid and distributed to the Settlement Class Members*
5 *as part of their respective Individual Settlement Payment.*

6 KK. “Settlement Class Members” or “Settlement Class” means all Class Members who
7 have not submitted a timely and valid Request for Exclusion as provided in this
8 Agreement.

9 LL. “Workweeks,” or “Workweek” as used herein shall, mean a period of seven (7)
10 consecutive days beginning on Sunday and ending on Saturday, in which a Class
11 Member or Aggrieved Employee was employed for at least a portion of one day by
12 Defendant in California.

13 **II. RECITALS**

14 A. On April 4, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce
15 Development Agency (“LWDA”) and served the same on Defendant.

16 B. On June 9, 2022, Plaintiff filed the Action, alleging claims for:

- 17 1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
- 18 2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197
19 & 1197.1;
- 20 3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
- 21 4. Failure to provide required meal periods in violation of Cal. Lab. Code §§
22 226.7 & 512 and the applicable IWC Wage Order;
- 23 5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7
24 & 512 and the applicable IWC Wage Order;
- 25 6. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202
26 and 203;
- 27 7. Failure to provide accurate itemized statements in violation of Cal. Lab. Code
28 § 226; and

1 8. Failure to reimburse employees for required expenses in violation of Cal. Lab.
2 Code § 2802.

3 9. Violation of the Private Attorneys General Act, Labor Code §§ 2698 et. seq.

4 C. On August 4, 2022, Plaintiff filed a First Amended Complaint to dismiss the class
5 claims without prejudice and allege a single PAGA representative cause of action.

6 D. On July 3, 2023, Plaintiff filed a Motion to Vacate the September 15, 2022, order
7 compelling Plaintiff's individual claims to arbitration pursuant to CCP §1281.98.

8 On August 1, 2023, Plaintiff's Motion to Vacate the Order compelling Plaintiff's
9 Individual Claims to Arbitration was granted.

10 E. On October 2, 2023, Plaintiff filed a Motion for Leave to file a Second Amended
11 Complaint, which was granted on October 30, 2023.

12 F. On November 3, 2023, Plaintiff filed a Second Amended Complaint to reallege the
13 previously dismissed class claims against Defendant and reinstate the initial
14 complaint filed on June 9, 2022, as the operative complaint.

15 G. Defendant denies any liability or wrongdoing of any kind associated with the claims
16 alleged in the Action, dispute any wages, damages and penalties claimed by the Class
17 Representative are owed, and further contend that, for any purpose other than
18 settlement, the Action is not appropriate for class or representative action treatment.
19 Defendant contends, among other things, that at all times it complied with the
20 California Labor Code and the Industrial Welfare Commission Wage Orders.

21 H. The Class Representative is represented by Class Counsel. Class Counsel investigated
22 the facts relevant to the Action, including conducting an independent investigation as
23 to the allegations, reviewing documents and information exchanged through informal
24 discovery, and reviewing documents and information provided by Defendant
25 pursuant to informal requests for information to prepare for mediation. Defendant
26 produced for the purpose of settlement negotiations certain employment data
27 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
28 the assistance of an expert. Based on their own independent investigation and

1 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
2 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
3 considering all known facts and circumstances, including the risks of significant
4 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
5 numerous potential appellate issues.

6 I. On October 22, 2024, the Parties participated in mediation presided over by Hon.
7 Brian C. Walsh, an experienced mediator of wage and hour class and PAGA actions.
8 The mediation concluded without a settlement. Following mediation, the Parties
9 continued settlement negotiations with the assistance of Judge Walsh. The Parties
10 eventually reached settlement on February 4, 2025, which was subsequently
11 memorialized in the form of a “Memorandum of Understanding.”

12 J. This Agreement replaces and supersedes the Memorandum of Understanding and any
13 other agreements, understandings, or representations between the Parties. This
14 Agreement represents a compromise and settlement of highly disputed claims.
15 Nothing in this Agreement is intended or will be construed as an admission by
16 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
17 or that Defendant bear any liability to Plaintiff or the Class on those claims or any
18 other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action
19 have merit.

20 K. The Parties believe that the Settlement is fair, reasonable and adequate. The
21 Settlement was arrived at through arm’s-length negotiations, taking into account all
22 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
23 attendant to continuing the Action through trial and any appeal. Accordingly, the
24 Parties desire to settle, compromise and discharge all disputes and claims arising from
25 or relating to the Action fully, finally, and forever.

26 L. The Parties agree to certification of the Class for purposes of this Settlement only. If
27 for any reason the settlement does not become effective, Defendant reserves the right
28

1 to contest certification of any class for any reason and reserve all available defenses
2 to the claims in the Action.

3 Based on these recitals that are a part of this Agreement, the Parties agree as follows:

4 **III. TERMS OF AGREEMENT**

5 A. Consideration.

6 1. Payment by Defendant. The Parties agree that, in consideration for a full and
7 complete settlement of the Action and the releases set forth in this Settlement,
8 Defendant will pay Four-Hundred Thousand Dollars and Zero Cents
9 (\$400,000.00) (the “Gross Settlement Amount”). Defendant shall separately
10 pay the employer’s share of applicable payroll taxes. The Parties agree that
11 this is a non-reversionary Settlement and that no portion of the Gross
12 Settlement Amount shall revert to Defendant.

13 2. Release by the Settlement Class Members. Upon entry of final judgment and
14 funding of the Gross Settlement Amount and in exchange for the consideration
15 set forth in this Agreement, Plaintiff and the Settlement Class Members, for
16 themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries,
17 devisees, legatees, executors, administrators, trustees, conservators,
18 guardians, assigns, and representatives, forever completely release and
19 discharge the release the Released Parties from the Released Class Claims for
20 the Class Period.

21 3. Release by the Aggrieved Employees. Upon entry of final judgment and
22 funding of the Gross Settlement Amount and in exchange for the consideration
23 set forth in this Agreement, the LWDA, the State of California, the Plaintiff
24 and the Aggrieved Employees, for themselves and their estates, trusts,
25 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
26 administrators, trustees, conservators, guardians, assigns, and representatives,
27 release the Released Parties from the Released PAGA Claims for the PAGA
28 Period. As a result of this release, the Aggrieved Employees shall be

1 precluded from bringing claims against Defendant for the Released PAGA
2 Claims. The express purpose of this Settlement is to forever bar Plaintiff, the
3 LWDA, the State of California and the Aggrieved Employees from acting on
4 behalf of or purporting to act on behalf of the LWDA to assert any of the
5 Aggrieved Employees' Released PAGA Claims against the Released Parties
6 in any future litigation.

7 4. Class Size. Defendant estimates that the Settlement Class was comprised of
8 669 individuals who collectively worked approximately 23,766 Workweeks
9 ("Projected Workweeks") during the Class Period. Fifteen (15) calendar days
10 following the full execution of this Agreement, Defendant shall transmit the
11 Class Data to the Settlement Administrator in order for the Settlement
12 Administrator to calculate the number of Class Members and the number of
13 Workweeks during the Class Period. If the number of Workweeks is more
14 than 10% of the estimate stated herein, the settlement amount will be increased
15 by the actual percentage of increased workweeks.

16 5. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
17 into the QSF by the Funding Date. If no funds are distributed (*e.g.*, because
18 final approval is reversed on appeal) then Defendant is entitled to prompt
19 return of the principal and all interest accrued.

20 B. Nullification of Settlement Agreement. If (a) Defendant fails to fully fund the Gross
21 Settlement Amount or (b) in the event the Settlement Agreement is not granted final
22 approval by the Court, or if the Court's order granting final approval fails to become
23 effective or is reversed, modified or withdrawn, or Defendant is otherwise prevented
24 or prohibited from obtaining the Released Class Claims and/or the Released PAGA
25 claims, then:

26 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
27 and shall not be admissible in any judicial, administrative or arbitral
28

1 proceeding for any purpose or with respect to any issue, substantive or
2 procedural;

3 2. The conditional class certification (obtained for any purpose) shall be void *ab*
4 *initio* and of no force or effect, and shall not be admissible in any judicial,
5 administrative or arbitral proceeding for any purpose or with respect to any
6 issue, substantive or procedural; and

7 3. None of the Parties to this Settlement will be deemed to have waived any
8 claims, objections, defenses or arguments in the Action, including with respect
9 to the issue of class certification.

10 4. If the Agreement is nullified due to Defendant's failure to fully fund the Gross
11 Settlement Amount, then Defendant shall bear the sole responsibility for any
12 cost to issue or reissue any curative notice to the Settlement Class Members
13 and all Claims Administration Expenses incurred to the date of nullification.
14 If the Agreement is nullified for any other reason, both Parties shall equally
15 bear the responsibility for any cost to issue or reissue any curative notice to
16 the Settlement Class Members and all Claims Administration Expenses
17 incurred to the date of nullification.

18 C. Certification of the Settlement Class. The Parties stipulate to conditional class
19 certification of the Settlement Class for purposes of settlement only. In the event that
20 this Settlement is not approved by the Court, fails to become effective, or is reversed,
21 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
22 from obtaining a complete resolution of the Released Class Claims and/or the Released
23 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
24 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
25 administrative or arbitral proceeding for any purpose or with respect to any issue,
26 substantive or procedural.

27 D. Tax Liability. The Parties make no representations as to the tax treatment or legal
28 effect of the payments called for, and Class Members and/or Aggrieved Employees are

1 not relying on any statement or representation by the Parties in this regard. Class
2 Members and/or Aggrieved Employees understand and agree that they will be
3 responsible for the payment of any taxes and penalties assessed on the Individual
4 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
5 Employee Payment described and will be solely responsible for any penalties or other
6 obligations resulting from their personal tax reporting of Individual Settlement
7 Payments and/or Aggrieved Employees' individual shares of the Aggrieved
8 Employees Payment.

9 E. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
10 the "acknowledging party" and each Party to this Agreement other than the
11 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
12 of this Agreement, and no written communication or disclosure between or among the
13 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
14 such communication or disclosure constitute or be construed or be relied upon as, tax
15 advice within the meaning of United States Treasury Department circular 230 (31 CFR
16 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
17 her or its own, independent legal and tax counsel for advice (including tax advice) in
18 connection with this Agreement, (b) has not entered into this Agreement based upon
19 the recommendation of any other Party or any attorney or advisor to any other Party,
20 and (c) is not entitled to rely upon any communication or disclosure by any attorney
21 or adviser to any other party to avoid any tax penalty that may be imposed on the
22 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
23 any limitation that protects the confidentiality of any such attorney's or adviser's tax
24 strategies (regardless of whether such limitation is legally binding) upon disclosure by
25 the acknowledging party of the tax treatment or tax structure of any transaction,
26 including any transaction contemplated by this Agreement.

27 F. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
28 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting

1 Preliminary Approval and supporting papers, which shall include this Settlement
2 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least five (5)
3 business days prior to the filing of the Motion to give Defendant an opportunity to
4 review and comment upon the Motion.

5 G. Settlement Administrator. The Settlement Administrator shall perform all duties
6 related to the administration of the Settlement as described in this Agreement
7 including, without limitation, establishing and administering the QSF; calculating,
8 processing and mailing payments to the Class Representative, Class Counsel, LWDA,
9 Aggrieved Employees and Class Members; printing and mailing the Notice Packets to
10 the Class Members and Aggrieved Employees as directed by the Court; receiving and
11 reporting the objections and requests for exclusion; calculating, deducting and
12 remitting all legally required taxes from Individual Settlement Payments and
13 distributing tax forms for the Wage Portion, the Penalty Portion and the Interest
14 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
15 individual shares of the Aggrieved Employee Payment; processing and mailing tax
16 payments to the appropriate state and federal taxing authorities; providing
17 declaration(s) as necessary in support of preliminary and/or final approval of this
18 Settlement; and other tasks as the Parties mutually agree or the Court orders the
19 Settlement Administrator to perform. The Settlement Administrator shall keep the
20 Parties timely apprised of the performance of all Settlement Administrator
21 responsibilities by among other things, sending a weekly status report to the Parties'
22 counsel stating the date of the mailing, the number of Requests for Exclusion it
23 receives (including the numbers of valid and deficient), and number of Notices of
24 Objections received. The Settlement Administrator shall also be responsible for
25 creating and maintaining a webpage hosted on its website containing information
26 about the Settlement including but not limited to, a timeline for approval, dates and
27 locations of approval hearings, and settlement distribution through the check cashing
28 deadline.

1 H. Notice Procedure.

2 1. Class Data. No later than ten (10) business days after the Preliminary
3 Approval Date, Defendant shall provide the Settlement Administrator with the
4 Class Data for purposes of preparing and mailing Notice Packets to the Class
5 Members.

6 2. Notice Packets.

7 a) The Notice Packet shall contain the notice of class action settlement
8 (“Class Notice”) in a form substantially similar to **Exhibit A**. The
9 Class Notice shall inform Class Members and Aggrieved Employees
10 that they need not do anything in order to receive their payment and to
11 keep the Settlement Administrator apprised of any changes to their
12 mailing address. The Class Notice shall set forth the scope of the
13 release. Each Class Notice shall state the number of Workweeks and
14 PAGA Pay Periods, if any, and the estimated amount of their
15 Individual Settlement Payment and each Aggrieved Employee’s
16 individual share of the Aggrieved Employee Payment, if any. The
17 Settlement Administrator shall use the Class Data to determine the
18 number of Workweeks and PAGA Pay Periods. The Class Notice will
19 also advise the Aggrieved Employees that they will release the
20 Released PAGA Claims and will receive their share of the Aggrieved
21 Employee Payment regardless of whether they request to be excluded
22 from the Settlement.

23 b) The Notice Packet’s mailing envelope shall include the following
24 language: “IMPORTANT LEGAL DOCUMENT- YOU MAY BE
25 ENTITLED TO PARTICIPATE IN A CLASS ACTION
26 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
27 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
28 NOTICE.”

1 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
2 Settlement Administrator will perform a search based on the National Change
3 of Address Database to update and correct any known or identifiable address
4 changes. No later than twenty-one (21) calendar days after preliminary
5 approval of the Settlement, the Settlement Administrator shall mail copies of
6 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
7 Settlement Administrator shall exercise its best judgment to determine the
8 current mailing address for each Class Member. The address identified by the
9 Settlement Administrator as the current mailing address shall be presumed to
10 be the best mailing address for each Class Member.

11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided within seven (7) days of
14 receiving the returned notice. If no forwarding address is provided, the
15 Settlement Administrator shall promptly attempt to determine a correct
16 address by lawful use of skip-tracing, or other search using the name, address
17 and/or Social Security number of the Class Member involved, and shall then
18 perform a re-mailing, if another mailing address is identified by the Settlement
19 Administrator. In addition, if any Class Member who is currently employed
20 by Defendant, is returned to the Settlement Administrator, as non-delivered
21 and no forwarding address is provided, the Settlement Administrator shall
22 notify Defendant. Defendant will request that the currently employed Class
23 Member provide a corrected address and transmit to the Settlement
24 Administrator any corrected address provided by the Class Member. Class
25 Members who received a re-mailed Notice Packet shall have their Response
26 Deadline extended fifteen (15) days from the original Response Deadline.

27 5. Disputes Regarding Individual Settlement Payments. Class Members will
28 have the opportunity, should they disagree with Defendant's records regarding

1 the start and end dates of employment, to provide documentation and/or an
2 explanation to show contrary dates. If there is a dispute, the Settlement
3 Administrator will consult with the Parties to determine whether an
4 adjustment is warranted. The Settlement Administrator shall determine the
5 eligibility for, and the amounts of, any Individual Settlement Payments under
6 the terms of this Agreement. The Settlement Administrator's determination
7 of the eligibility for and amount of any Individual Settlement Payment shall
8 be binding upon the Class Member and the Parties.

9 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
10 by the Settlement Administrator concerning the administration of the
11 Settlement will be resolved by the Court under the laws of the State of
12 California. Before any such involvement of the Court, counsel for the Parties
13 will confer in good faith to resolve the disputes without the necessity of
14 involving the Court.

15 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
16 Class Members who wish to exclude themselves from the Settlement must
17 submit a written Request for Exclusion form by the Response Deadline. The
18 written Request for Exclusion must state that the Class Member wishes to
19 exclude himself or herself from the Settlement and (1) must contain the name,
20 address, and the last four digits of the Social Security number of the person
21 requesting exclusion; (2) must be signed by the Class Member; (3) must be
22 postmarked or fax stamped by the Response Deadline and returned to the
23 Settlement Administrator at the specified address or fax telephone number;
24 and (4) contain a typewritten or handwritten notice stating in substance: "I
25 wish to opt out of the settlement of the class action lawsuit entitled *Garcia v.*
26 *The Beach Chalet, L.P.*, current pending in San Francisco County Superior
27 Court, Case No. CGC-22-600090. I understand that by requesting to be
28 excluded from the settlement, I will receive no money from the Settlement

1 described in this Notice.” The Request for Exclusion will not be valid if it is
2 not timely submitted, if it is not signed by the Class Member, or if it does not
3 contain the name and address and last four digits of the Social Security number
4 of the Class Member. The date of the postmark on the mailing envelope or
5 fax stamp on the Request for Exclusion shall be the exclusive means used to
6 determine whether the Request for Exclusion was timely submitted. Any
7 Class Member who requests to be excluded from the Settlement Class will not
8 be entitled to an Individual Settlement Payment and will not be otherwise
9 bound by the terms of the Settlement or have any right to object, appeal or
10 comment thereon. However, any Class Member that submits a timely Request
11 for Exclusion that is also a member of the Aggrieved Employees will still
12 receive his/her pro rata share of the Aggrieved Employee Payment, as
13 specified below, and in consideration, will be bound by the Released PAGA
14 Claims as set forth herein. Class Members who fail to submit a valid and
15 timely written Request for Exclusion on or before the Response Deadline shall
16 be bound by all terms of the Settlement and any final judgment entered in this
17 Action if the Settlement is approved by the Court. No later than fourteen (14)
18 calendar days after the Response Deadline, the Settlement Administrator shall
19 provide counsel for the Parties with a final list of the Class Members who have
20 timely submitted written Requests for Exclusion. At no time shall any of the
21 Parties or their counsel seek to solicit or otherwise encourage Class Members
22 to submit Requests for Exclusion from the Settlement.

- 23 8. Objections. The Class Notice contained in the Notice Packet shall state that
24 Class Members who wish to object to the Settlement may submit to the
25 Settlement Administrator a written statement of objection (“Notice of
26 Objection”) by the Response Deadline. The postmark date of mailing shall be
27 deemed the exclusive means for determining that a Notice of Objection was
28 served timely. The Notice of Objection, if in writing, must be signed by the

1 Settlement Class Member and state: (1) the case name and number; (2) the
2 name of the Settlement Class Member; (3) the address of the Settlement Class
3 Member; (4) the last four digits of the Settlement Class Member's Social
4 Security number; (5) the basis for the objection; and (6) if the Settlement Class
5 Member intends to appear at the final approval/settlement fairness hearing.
6 Class Members who fail to make objections in writing in the manner specified
7 above may still make their objections orally at the final approval/settlement
8 fairness hearing with the Court's permission. Settlement Class Members will
9 have a right to appear at the final approval/settlement fairness hearing to have
10 their objections heard by the Court regardless of whether they submitted a
11 written objection. At no time shall any of the Parties or their counsel seek to
12 solicit or otherwise encourage Class Members to file or serve written
13 objections to the Settlement or appeal from the order and final judgment.
14 Class Members who submit a written Request for Exclusion may not object
15 to the Settlement. Class Members may not object to the PAGA Payment.

16 I. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
17 the Gross Settlement Amount, plus any employer's share of payroll taxes as mandated
18 by law, by the Funding Date.

19 1. Calculation of Individual Settlement Payments. Individual Settlement
20 Payments shall be paid from the Net Settlement Amount and shall be paid
21 pursuant to the formula set forth herein. Using the Class Data, the Settlement
22 Administrator shall add up the total number of Workweeks for all Class
23 Members. The respective Workweeks for each Class Member will be divided
24 by the total Workweeks for all Class Members, resulting in the Payment Ratio
25 for each Class Member. Each Class Member's Payment Ratio will then be
26 multiplied by the Net Settlement Amount to calculate each Class Member's
27 estimated Individual Settlement Payments. Each Individual Settlement
28 Payment will be reduced by any legally mandated employee tax withholdings

1 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
2 Members who submit valid and timely Requests for Exclusion will be
3 redistributed to Settlement Class Members who do not submit valid and timely
4 Requests for Exclusion on a pro rata basis based on their respective Payment
5 Ratios.

6 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
7 Class Data, the Settlement Administrator shall add up the total number of
8 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
9 The respective PAGA Pay Periods for each Aggrieved Employee will be
10 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
11 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
12 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
13 Aggrieved Employee’s portion of the Aggrieved Employee Payment,
14 \$5,000.00 (25% of \$20,000.00), to calculate each Aggrieved Employee’s
15 estimated share of the Aggrieved Employee Payment.

16 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
17 Settlement Payments shall be allocated and treated as 20% wages (“Wage
18 Portion”) and 40% penalties (“Penalty Portion”) and 40% pre-judgment
19 interest (“Interest Portion”). The Wage Portion of the Individual Settlement
20 Payments shall be reported on IRS Form W-2 and the Penalty Portion and
21 Interest Portion of the Individual Settlement Payments shall be reported on
22 IRS Form 1099 pursuant to the Settlement Agreement. Plaintiff and each
23 Settlement Class Member shall bear the full responsibility for payment of any
24 taxes or withholdings that are found to be owed from the Individual Settlement
25 Payments.

26 4. Allocation of Aggrieved Employee Payments. For tax purposes, individual
27 Aggrieved Employee Payments shall be allocated and treated as 100%
28 penalties and shall be reported on IRS Form 1099.

1 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
2 individual shares of the Aggrieved Employee Payment made to Settlement
3 Class Members and/or Aggrieved Employees under this Settlement
4 Agreement, as well as any other payments made pursuant to this Settlement
5 Agreement, will not be utilized to calculate any additional benefits under any
6 benefit plans to which any Class Members may be eligible, including, but not
7 limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase
8 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
9 Rather, it is the Parties' intention that this Settlement Agreement will not
10 affect any rights, contributions, or amounts to which any Class Members may
11 be entitled under any benefit plans.

12 6. All monies received by Settlement Class Members under the Settlement which
13 are attributable to wages shall constitute income to such Settlement Class
14 Members solely in the year in which such monies actually are received by the
15 Settlement Class Members. It is the intent of the Parties that Individual
16 Settlement Payments and individual shares of the Aggrieved Employee Payment
17 provided for in this Settlement Agreement are the sole payments to be made by
18 Defendant to Settlement Class Members and/or Aggrieved Employees in
19 connection with this Settlement Agreement, with the exception of Plaintiff, and
20 that the Settlement Class Members and/or Aggrieved Employees are not entitled
21 to any new or additional compensation or benefits as a result of having received
22 the Individual Settlement Payments and/or their individual shares of the
23 Aggrieved Employee Payment.

24 7. Mailing. Individual Settlement Payments and individual shares of the
25 Aggrieved Employee Payment shall be mailed by regular First-Class U.S.
26 Mail to Settlement Class Members' and/or Aggrieved Employees' last known
27 mailing address no later than fourteen (14) calendar days after the Funding
28 Date.

1 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
2 Employees shall remain valid and negotiable for one hundred and eighty (180)
3 days from the date of their issuance. If a Settlement Class Member and/or
4 Aggrieved Employee does not cash his or her settlement check within ninety
5 (90) days, the Settlement Administrator will send a letter to such persons,
6 advising that the check will expire after the 180th day, and invite that
7 Settlement Class Member and/or Aggrieved Employee to request reissuance
8 in the event the check was destroyed, lost or misplaced. In the event an
9 Individual Settlement Payment and/or Aggrieved Employee's individual
10 share of the Aggrieved Employee Payment check has not been cashed within
11 one hundred and eighty (180) days, if more than 10% of all checks mailed to
12 the Class Members are not cashed within 180 days, payment shall be
13 redistributed to the Class Members who did cash their checks. If less than 10%
14 of checks are uncashed, the funds represented by such uncashed checks will
15 be deposited with the California Controller's Unclaimed Property Fund in the
16 name of the Settlement Class Member and/or Aggrieved Employee.

17 9. Service Award. In addition to the Individual Settlement Payment as a
18 Settlement Class Member and his individual share of the Aggrieved Employee
19 Payment, the Class Representative will apply to the Court for an award of not
20 more than \$10,000.00 as the Service Award. Defendant will not oppose a
21 Service Award of not more than \$10,000.00 for Class Representative. The
22 Settlement Administrator shall pay the Service Award, either in the amount
23 stated herein if approved by the Court or some other amount as approved by
24 the Court, to Class Representative from the Gross Settlement Amount no later
25 than fourteen (14) calendar days after the Funding Date. Any portion of the
26 requested Service Award that is not awarded to the Class Representative shall
27 be part of the Net Settlement Amount and shall be distributed to Settlement
28 Class Members as provided in this Agreement. The Settlement Administrator

1 shall issue an IRS Form 1099 — MISC to Class Representative for his Service
2 Award. Class Representative shall be solely and legally responsible to pay
3 any and all applicable taxes on his Service Award and shall hold harmless the
4 Released Parties from any claim or liability for taxes, penalties, or interest
5 arising as a result of the Service Award. Approval of this Settlement shall not
6 be conditioned on Court approval of the requested amount of the Service
7 Award. If the Court reduces or does not approve the requested Service Award,
8 Class Representative shall not have the right to revoke the Settlement, and it
9 will remain binding.

10 10. Attorneys' Fees and Attorneys' Expenses. Defendant will not object to Class
11 Counsel filing a motion for Attorneys' Fees not to exceed one-third of the
12 Gross Settlement Amount (currently estimated to be \$133,333.33) and
13 Attorneys' Expenses supported by declaration not to exceed Thirty Thousand
14 Dollars (\$30,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses
15 shall be paid from the Gross Settlement Amount. Any portion of the requested
16 Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class
17 Counsel shall be added to the Net Settlement Amount and shall be distributed
18 to Settlement Class Members as provided in this Agreement. The Settlement
19 Administrator shall allocate and pay the Attorneys' Fees to Class Counsel
20 from the Gross Settlement Amount no later than fourteen (14) calendar days
21 after the Funding Date. Class Counsel shall be solely and legally responsible
22 to pay all applicable taxes on the payment made pursuant to this paragraph.
23 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
24 Counsel for the payments made pursuant to this paragraph. In the event that
25 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff
26 and Class Counsel shall not have the right to revoke the Settlement, or to
27 appeal such order, and the Settlement will remain binding.

1 11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00)
2 shall be allocated from the Gross Settlement Amount for settlement of claims
3 for civil penalties under the Private Attorneys General Act of 2004. The
4 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
5 Payment (\$15,000.00) to the LWDA no later than fourteen (14) calendar days
6 after the Funding Date. Twenty-five percent (25%) of the PAGA Payment
7 (\$5,000.00) will be distributed to the Aggrieved Employees as described in
8 this Agreement. For purposes of distributing the Aggrieved Employee
9 Payment portion of the PAGA Payment to the Aggrieved Employees, each
10 Aggrieved Employee shall receive their pro-rata share of the Aggrieved
11 Employee Payment using the PAGA Payment Ratio as defined above.

12 12. Claims Administration Expenses. The Settlement Administrator shall be paid
13 for the actual costs of administration of the Settlement from the Gross
14 Settlement Amount. The estimate of the Claims Administration Expenses is
15 \$8,500.00 The Settlement Administrator shall be paid the Claims
16 Administration Expenses no later than fourteen (14) calendar days after the
17 Funding Date.

18 J. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
19 the Court a motion for order granting final approval and entering judgment, within
20 thirty (30) days following the expiration of the Response Deadline, which motion
21 shall request final approval of the Settlement and a determination of the amounts
22 payable for the Service Award, the Attorneys' Fees and Attorneys' Expenses, the
23 PAGA Payment, and the Claims Administration Expenses. Plaintiff will provide
24 Defendant with a draft of the motion at least five (5) business days prior to the filing
25 of the motion to give Defendant an opportunity to propose changes or additions to the
26 motion.

27 1. Declaration by Settlement Administrator. No later than seven (7) days after
28 the Response Deadline, the Settlement Administrator shall submit a

1 declaration in support of Plaintiff's motion for final approval of this
2 Settlement detailing the number of Notice Packets mailed and re-mailed to
3 Class Members, the number of undeliverable Notice Packets, the number of
4 timely Requests for Exclusion, the number of Notices of Objections received,
5 the amount of the average Individual Settlement Payment and highest
6 Individual Settlement Payment, the Claims Administration Expenses, and any
7 other information as the Parties mutually agree or the Court orders the
8 Settlement Administrator to provide.

9 2. Final Approval Order and Judgment. Class Counsel shall present an order
10 granting final approval of class action settlement to the Court for its approval,
11 and judgment thereon, at the time Class Counsel files the motion for final
12 approval.

13 N. Cooperation. The Parties and their counsel will cooperate with each other and use
14 their best efforts to implement the Settlement.

15 O. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
16 except such proceedings necessary to implement and complete the Settlement, pending
17 the final approval fairness hearing to be conducted by the Court.

18 P. Amendment or Modification. This Agreement may be amended or modified only by
19 a written instrument signed by counsel for all Parties or their successors-in-interest.

20 Q. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
21 Agreement among these Parties, and no oral or written representations, warranties or
22 inducements have been made to any Party concerning this Agreement or its Exhibit
23 other than the representations, warranties and covenants contained and memorialized
24 in this Agreement and its Exhibit.

25 R. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate
27 this Agreement and to take all appropriate Action required or permitted to be taken by
28 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other

1 documents required to effectuate the terms of this Agreement. The persons signing
2 this Agreement on behalf of Defendant represents and warrants that he/she is
3 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
4 warrants that he is authorized to sign this Agreement and that he has not assigned any
5 claim, or part of a claim, covered by this Settlement to a third-party.

6 S. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
7 to the benefit of, the successors or assigns of the Parties, as previously defined.

8 T. California Law Governs. All terms of this Agreement and any disputes shall be
9 governed by and interpreted according to the laws of the State of California.

10 U. Counterparts. This Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them shall be deemed to be one and the same
12 instrument provided that counsel for the Parties to this Agreement shall exchange
13 among themselves copies or originals of the signed counterparts.

14 V. Court Filings. The Parties shall not object to any Court filings consistent with this
15 Agreement.

16 W. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
17 is a fair, adequate and reasonable settlement of this Action and have arrived at this
18 Settlement after extensive arms-length negotiations, taking into account all relevant
19 factors, present and potential.

20 X. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
21 respect to the interpretation, implementation and enforcement of the terms of this
22 Agreement and all orders and judgments entered in connection therewith, and the
23 Parties and their counsel submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing and enforcing the settlement and all orders and judgments
25 entered in connection with this Agreement.

26 Y. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
27 the Court shall first attempt to construe the provisions valid to the fullest extent
28

1 possible consistent with applicable precedents so as to define all provisions of this
2 Agreement valid and enforceable.

3 Z. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
4 intend to pursue any claims against the Released Parties, including, but not limited to,
5 any and all claims relating to or arising from Plaintiff's employment with Defendant,
6 regardless of whether Class Counsel is currently aware of any facts or legal theories
7 upon which any claims or causes of action could be brought against Released Parties,
8 including those facts or legal theories alleged in the operative complaint in this Action.
9 The Parties further acknowledge, understand and agree that this representation is
10 essential to the Agreement and that this Agreement would not have been entered into
11 were it not for this representation.

12 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
13 certification for purposes of this Settlement only.


14 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
15 Released Class Claims and Released PAGA Claims have merit and give rise to liability
16 on the part of Defendant. Defendant claims that the Released Class Claims and
17 Released PAGA claims have no merit and do not give rise to liability. This Agreement
18 is a compromise of disputed claims. Nothing contained in this Agreement and no
19 documents referred to and no action taken to carry out this Agreement may be
20 construed or used as an admission by or against the Defendant or Plaintiff or Class
21 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
22 specifically set forth herein, each Party shall be responsible for and shall bear their
23 own attorney's fees and costs.

24
25
26
27
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 05/20/2025


Jesus Garcia (May 20, 2025 16:17 PDT)
Jesus Garcia

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 5/22/2025 | 12:02 PM PDT

Signed by:

9E711DE813644E2...
The Beach Chalet, L.P.

GREG TRUPPELLI

Printed Name


Manager

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:


DATED: May 21, 2025

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: May 21, 2025

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: May 21, 2025

ANDERIES & GOMES, LLP

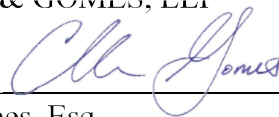
By: 
Allan J. Gomes, Esq.
Attorney for Defendant

EXHIBIT A

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

(Jesus Garcia v. The Beach Chalet, L.P., San Francisco County Superior Court Case No. CGC-22-600090)
(“Action”)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS 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 Individual Settlement Payment 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 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 Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the “Court”) has been reached between Plaintiff Jesus Garcia (“Plaintiff” or “Class Representative”) and Defendant The Beach Chalet, L.P. (“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.

The “Class” is defined as:

All current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during beginning on June 9, 2018 through February 2, 2025.

The “Class Period” is the period from June 9, 2018, to February 2, 2025.

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

2. What is this class action lawsuit about?

On June 9, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (7) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); and (8) Violation of the Private Attorneys General Act (Labor Code § 2698 et seq.) Plaintiff amended his complaint on August 4, 2022, and filed a Second Amended Complaint on November 3, 2023. The Second Amended Complaint is the Operative Complaint in this Action, and includes the same eight causes of action listed above.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

The Parties participated in a mediation with Hon. Brian C. Walsh on October 22, 2024, which ended without a settlement. With Judge Walsh's continued assistance, the Parties resumed negotiations and reached a settlement on February 4, 2025. 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 Four-Hundred Thousand and Zero Cents (\$400,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel's Attorneys' Fees and Attorneys' Costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

By February 3, 2026, or within sixty (60) days after the Court grants final approval of the Settlement (whichever is later), Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator.

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:

- "Claims Administration Expenses". Payment to the Settlement Administrator, estimated not to exceed \$8,500.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- "Attorneys' Fees" and "Attorneys' Expenses". Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and Attorneys' Expenses of not more than \$30,000.00 for all 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.

- “Service Award”. Service Award of up to Ten Thousand Dollars (\$10,000.00) 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 he undertook.
- “PAGA Payment”. A payment of \$20,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$15,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$5,000.00 will be distributed to Aggrieved Employees.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses 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”). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A “Workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed for at least a portion of one day by Defendant during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of the Class Settlement. The PAGA Payment will be divided by the total number of PAGA pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of PAGA pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during the period beginning on April 4, 2021 through February 2, 2025.

If the Settlement is approved by the Court, you will automatically be mailed a check for your individual 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.

Tax Matters. Twenty percent (20%) of each individual Class Settlement payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each individual Class Settlement payment is allocated to interest and forty percent (40%) to penalties. No taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for penalty portion and interest portion of the individual Class Settlement payments. In addition, no taxes will be withheld from the PAGA Payment 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.

No Credit Toward Benefit Plans. The individual Class Settlement payments and Aggrieved Employee PAGA Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members may be eligible, including,

but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members may be entitled under any benefit plans.

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 of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action 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 funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Plaintiff and the State of California for all PAGA claims alleged in the operative complaint in the Action 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 (June 9, 2018, to October 22, 2024).

Based on this information, your estimated Class Settlement Share is << ____ >>.

Defendant's records reflect that you have << ____ >> PAGA pay periods worked during the PAGA Period (April 4, 2021, to February 2, 2025).

Based on this information, your estimated PAGA Payment as an Aggrieved Employee 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 Notice no later than ____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed 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 Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Atticus Class Action Administration.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. 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 www.atticusadmin.com.

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

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Class Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Class Settlement or "opt out," if you are an Aggrieved Employee, 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 portion of the PAGA 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 Atticus Class Action Administration, 1295 Northland Drive, Suite 160, St. Paul, MN 55120; Tel: 1-888-326-6411. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Jesus Garcia v. The Beach Chalet, L.P.*, San Francisco County Superior Court Case Number CGC-22-600090. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number 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 must 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 *Jesus Garcia v. The Beach Chalet, L.P., San Francisco County Superior Court Case Number CGC-22-600090*. 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 Atticus Class Action Administration, 1295 Northland Drive, Suite 160, St. Paul, MN 55120 c/o Atticus Class Action Administration.; Tel: 1-888-326-6411.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendant:

Allan J. Gomes
Anderies & Gomes LLP
505 Montgomery St, Floor 11
San Francisco, CA 94111
Tel. : (415) 217-8802
E-Mal: agomes@andgolaw.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3700
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.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 San Francisco County Superior Court, Department __, located at _____ before Judge _____. 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 1-844-728-8428 or write to *Jesus Garcia v. The Beach Chalet, L.P.*, San Fransisco County Superior Court Case Number CGC-22-600090, Settlement Administrator, 1295 Northland Drive, Suite 160, St. Paul, MN 55120 c/o Atticus Class Action Administration.

This 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 or by visiting the administrator's website at www.atticusadmin.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In the event a check has not been cashed within one hundred and eighty (180) days, if more than 10% of all checks mailed to the Class Members are not cashed within 180 days, payment shall be redistributed to the Class Members who did cash their checks. If less than 10% of checks are uncashed, the funds represented by such uncashed checks will be deposited with the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Rachel Newman (State Bar #350826)

rachel@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

Perssia Razma (State Bar #351398)

prazma@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JESUS GARCIA, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

v.

THE BEACH CHALET, L.P., a California Limited Partnership; and DOES 1-50, Inclusive,

Defendants.

Case No: CGC-22-600090

AMENDMENT NO. 1 TO CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

Judge: Hon. Rochelle East
Dept.: 610

1 **ANDERIES & GOMES LLP**
2 Allan J. Gomes, Esq.
3 agomes@andgolaw.com
4 505 Montgomery Street, 11th Floor
5 San Francisco, CA 94111
6 T: (415) 217-8804
7 F: (415) 217-8803
8
9 Attorney for DEFENDANT
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff JESUS GARCIA (hereinafter, "Plaintiff"), and Defendant THE BEACH
2 CHALET, L.P. ("Defendant," and collectively with Plaintiff, the "Parties"), pursuant to § I(J) of
3 the Class Action and PAGA Settlement and Release of Claims ("Original Agreement") entered
4 into on or around May 22, 2025, hereby agree to amend the Original Agreement, as stated herein.


5 The amendments stated herein are incorporated by this reference:

6 **A. Paragraph I(J) of the Original Agreement is hereby amended to state as follows:**
7 "Class Period" means the period from June 9, 2018 to February 2, 2025.

8 **B. Exhibit A to the Original Agreement will be replaced with:** revised Notice of Class
9 Action Settlement that is attached hereto as Exhibit A.


10
11 **IT IS SO AGREED.**

12
13 Dated: 8/29, 2025




Jesus Garcia (Aug 29, 2025 17:22:01 PDT)
Plaintiff Jesus Garcia

14
15 Dated: August 29, 2025



Rachel Newman
Eden Zakay
Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

16
17
18
19
20 Dated: August 29, 2025



Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

21
22
23
24 Dated: _____, 2025

For Defendant
THE BEACH CHALET, L.P.

25
26
27
28 ///

1 Plaintiff JESUS GARCIA (hereinafter, "Plaintiff"), and Defendant THE BEACH
2 CHALET, L.P. ("Defendant," and collectively with Plaintiff, the "Parties"), pursuant to § I(J) of
3 the Class Action and PAGA Settlement and Release of Claims ("Original Agreement") entered
4 into on or around May 22, 2025, hereby agree to amend the Original Agreement, as stated herein.

5 The amendments stated herein are incorporated by this reference:

6 **A. Paragraph I(J) of the Original Agreement is hereby amended to state as follows:**
7 "Class Period" means the period from June 9, 2018 to February 2, 2025.

8 **B. Exhibit A to the Original Agreement will be replaced with:** revised Notice of Class
9 Action Settlement that is attached hereto as Exhibit A.

10
11 **IT IS SO AGREED.**

12
13 Dated: _____, 2025

14 Plaintiff Jesus Garcia

15
16 Dated: _____, 2025

17 Rachel Newman
18 Eden Zakay
19 Shani O. Zakay
20 Zakay Law Group, APLC
21 Attorney for Plaintiff

22
23 Dated: _____, 2025

24 Jean-Claude Lapuyade
25 The JCL Law Firm, APC
26 Attorney for Plaintiff

27
28 Dated: 9/7/2025 | 11:07 AM PDT
_____, 2025

Signed by:
GREG TRUPPELL

9E711DE813544E2...
For Defendant
THE BEACH CHALET, L.P.

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 8/29/2025 | 4:16 PM PDT
_____, 2025

DocuSigned by:
Allan Gomes
996A74ACE5974F6...

Allan J. Gomes
Attorney for Defendant

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Nicole Noursamadi (State Bar #357246)

nicole@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JESUS GARCIA, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

v.

THE BEACH CHALET, L.P., a California Limited Partnership; and DOES 1-50, Inclusive,

Defendants.

Case No: CGC-22-600090

AMENDMENT NO. 2 TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Date: January 20, 2026

Time: 9:00am

Dept.: 302

1 **ANDERIES & GOMES LLP**
Allan J. Gomes, Esq.
2 agomes@andgolaw.com
505 Montgomery Street, 11th Floor
3 San Francisco, CA 94111
T: (415) 217-8804
4 F: (415) 217-8803

5 Attorneys for DEFENDANT

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff JESUS GARCIA (“Plaintiff”), and Defendant THE BEACH CHALET, L.P.,
2 (“Defendant,” and collectively with Plaintiff, the “Parties”), pursuant to § III.P, of the Class
3 Action and PAGA Settlement Agreement (“Original Agreement”) entered into on or around
4 December 10, 2024, hereby agree to amend the Original Agreement, as stated herein. The
5 amendments stated herein are incorporated by this reference:

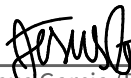
6 **A. Paragraph III.I.12 of the Original Agreement is hereby amended to state as**
7 **follows:**

8 The Settlement Administrator shall be paid for the actual costs of administration of the
9 Settlement from the Gross Settlement Amount. The estimate of the Claims Administration
10 Expenses is \$9,300.00. The Settlement Administrator shall be paid the Claims
11 Administration Expenses no later than fourteen (14) calendar days after the Funding Date.

12 **B. Exhibit A to the Original Agreement will be replaced with:** revised Notice of Class
13 Action Settlement that is attached hereto as Exhibit A. In addition to changes made to
14 comport with the amendment above, additional revisions to the Notice of Class Action
15 Settlement include corrections of typographical errors as well as changes consistent with
16 the previous amendment to the Original Agreement.

17 **IT IS SO AGREED.**

18 Dated: 12/25, 2025



Jesus Garcia (Dec 25, 2025 13:18:49 PST)
Plaintiff Jesus Garcia

19 Dated: January 4, 2026



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

20 Dated: _____, 2025

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

21 Dated: _____, 2025

Allan J. Gomes
Anderies & Gomes LLP
Attorney for Defendant

22
23
24
25
26
27
28

1 Plaintiff JESUS GARCIA (“Plaintiff”), and Defendant THE BEACH CHALET, L.P.,
2 (“Defendant,” and collectively with Plaintiff, the “Parties”), pursuant to § III.P, of the Class
3 Action and PAGA Settlement Agreement (“Original Agreement”) entered into on or around
4 December 10, 2024, hereby agree to amend the Original Agreement, as stated herein. The
5 amendments stated herein are incorporated by this reference:

6 **A. Paragraph III.I.12 of the Original Agreement is hereby amended to state as
7 follows:**

8 The Settlement Administrator shall be paid for the actual costs of administration of the
9 Settlement from the Gross Settlement Amount. The estimate of the Claims Administration
10 Expenses is \$9,300.00. The Settlement Administrator shall be paid the Claims
11 Administration Expenses no later than fourteen (14) calendar days after the Funding Date.

12 **B. Exhibit A to the Original Agreement will be replaced with:** revised Notice of Class
13 Action Settlement that is attached hereto as Exhibit A. In addition to changes made to
14 comport with the amendment above, additional revisions to the Notice of Class Action
15 Settlement include corrections of typographical errors as well as changes consistent with
16 the previous amendment to the Original Agreement.

17 **IT IS SO AGREED.**


18 Dated: _____, 2025

Plaintiff Jesus Garcia

19 Dated: _____, 2025

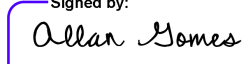
Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

20 Dated: January 4, 2026

21 

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

22 1/5/2026 | 12:53 PM PST
23 Dated: _____, 2025

24 Signed by:


Allan J. Gomes
Anderies & Gomes LLP
Attorney for Defendant

EXHIBIT A

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

(Jesus Garcia v. The Beach Chalet, L.P., San Francisco County Superior Court Case No. CGC-22-6000090)
(“Action”)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS 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 Individual Settlement Payment 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 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 Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the “Court”) has been reached between Plaintiff Jesus Garcia (“Plaintiff” or “Class Representative”) and Defendant The Beach Chalet, L.P. (“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.

The “Class” is defined as:

All current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during beginning on June 9, 2018 through February 2, 2025.

The “Class Period” is the period from June 9, 2018, to February 2, 2025.

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

2. What is this class action lawsuit about?

On June 9, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (7) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); and (8) Violation of the Private Attorneys General Act (Labor Code § 2698 et seq.) Plaintiff amended his complaint on August 4, 2022, and filed a Second Amended Complaint on November 3, 2023. The Second Amended Complaint is the Operative Complaint in this Action, and includes the same eight causes of action listed above.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

The Parties participated in a mediation with Hon. Brian C. Walsh on October 22, 2024, which ended without a settlement. With Judge Walsh's continued assistance, the Parties resumed negotiations and reached a settlement on February 4, 2025. 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 Four-Hundred Thousand and Zero Cents (\$400,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel's Attorneys' Fees and Attorneys' Costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

By February 3, 2026, or within sixty (60) days after the Court grants final approval of the Settlement (whichever is later), Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator.

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:

- "Claims Administration Expenses". Payment to the Settlement Administrator, estimated not to exceed \$9,300.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- "Attorneys' Fees" and "Attorneys' Expenses". Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and Attorneys' Expenses of not more than \$30,000.00 for all 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.

- “Service Award”. Service Award of up to Ten Thousand Dollars (\$10,000.00) 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 he undertook.
- “PAGA Payment”. A payment of \$20,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$15,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$5,000.00 will be distributed to Aggrieved Employees.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses 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”). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A “Workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed for at least a portion of one day by Defendant during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of the Class Settlement. The PAGA Payment will be divided by the total number of PAGA pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of PAGA pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during the period beginning on April 4, 2021 through February 2, 2025.

If the Settlement is approved by the Court, you will automatically be mailed a check for your individual 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.

Tax Matters. Twenty percent (20%) of each individual Class Settlement payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each individual Class Settlement payment is allocated to interest and forty percent (40%) to penalties. No taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for penalty portion and interest portion of the individual Class Settlement payments. In addition, no taxes will be withheld from the PAGA Payment 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.

No Credit Toward Benefit Plans. The individual Class Settlement payments and Aggrieved Employee PAGA Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members may be eligible, including,

but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members may be entitled under any benefit plans.

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 of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action 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 funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Plaintiff and the State of California for all PAGA claims alleged in the operative complaint in the Action 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 (June 9, 2018, to February 2, 2025).

Based on this information, your estimated Class Settlement Share is << ____ >>.

Defendant's records reflect that you have << ____ >> PAGA pay periods worked during the PAGA Period (April 4, 2021, to February 2, 2025).

Based on this information, your estimated PAGA Payment as an Aggrieved Employee 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 Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed 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 Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Atticus Class Action Administration.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. 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 www.atticusadmin.com.

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

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Class Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Class Settlement or "opt out," if you are an Aggrieved Employee, 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 portion of the PAGA 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 Atticus Class Action Administration, 1295 Northland Drive, Suite 160, St. Paul, MN 55120; Tel: 1-888-326-6411. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Jesus Garcia v. The Beach Chalet, L.P.*, San Francisco County Superior Court Case Number CGC-22-600090. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number 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 must 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 *Jesus Garcia v. The Beach Chalet, L.P., San Francisco County Superior Court Case Number CGC-22-600090*. 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 Atticus Class Action Administration, 1295 Northland Drive, Suite 160, St. Paul, MN 55120 c/o Atticus Class Action Administration.; Tel: 1-888-326-6411.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendant:

Allan J. Gomes
Anderies & Gomes LLP
505 Montgomery St, Floor 11
San Francisco, CA 94111
Tel. : (415) 217-8802
E-Mail: agomes@andgolaw.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3700
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.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 San Francisco County Superior Court, Department __, located at _____ before Judge _____. 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 1-844-728-8428 or write to *Jesus Garcia v. The Beach Chalet, L.P.*, San Francisco County Superior Court Case Number CGC-22-600090, Settlement Administrator, 1295 Northland Drive, Suite 160, St. Paul, MN 55120 c/o Atticus Class Action Administration.

This 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 or by visiting the administrator's website at www.atticusadmin.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In the event a check has not been cashed within one hundred and eighty (180) days, if more than 10% of all checks mailed to the Class Members are not cashed within 180 days, payment shall be redistributed to the Class Members who did cash their checks. If less than 10% of checks are uncashed, the funds represented by such uncashed checks will be deposited with the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.