

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

(Jorge Damian v. La Villa Tacos, LLC, et al., Kern County Superior Court Case No. BCV-24-102155)

**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: \$<<MERGED_EstimatedAward>>. 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 certain claims against Defendants as explained 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 class portion of the Settlement. You also will not be able to object to the settlement. Instructions to exclude yourself are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Instructions to object are provided below.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Kern (the “Court”) has been reached between Plaintiff Jorge Damian (“Plaintiff”) and Defendants La Villa Tacos, LLC and Danny Nunez (collectively, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All current and former non-exempt employees who worked for Defendant La Villa Tacos, LLC in California at any time during the period from June 26, 2020 to January 23, 2026 (“Class Period”).

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 26, 2024, Plaintiff filed a Class Action complaint in the Kern County Superior Court, Case No. BCV-24-102155 (the “Class Action”) against Defendant La Villa Tacos, LLC and a second entity, Tacos De La Villa, LLC, alleging the following eight causes of action: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §17200 et seq; (2) Failure to pay minimum wages in violation of Cal. Lab. Code §§1194, 1197 & 1197.1; (3) Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et seq; (4) Failure to provide required meal periods in violation of Cal. Lab. Code §§226.7 & 512 and the applicable IWC Wage Order; (5) Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 and the applicable IWC Wage Order; (6) Failure to provide accurate itemized statements in violation of Cal. Lab. Code §226; (7) Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; and (8) Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802 (the “Class Action”).

Also on June 26, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant La Villa Tacos, LLC and Tacos De La Villa, LLC.

On October 28, 2024, the Parties stipulated to dismiss all claims against Tacos De La Villa, LLC, without prejudice.

On August 27, 2025, Plaintiff and Defendants participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties reached an agreement for settlement, which was subsequently memorialized in the form of a Memorandum of Understanding.

On September 11, 2025, Plaintiff submitted an amended PAGA Notice to the LWDA, and served the same on Defendants, which notified the LWDA that Plaintiff had identified Doe Defendant 1 as Danny Nunez. On the same day, Plaintiff sent a separate notice to the LWDA (and served the same on Defendants) notifying it that it was dismissing its claims against Tacos De La Villa, LLC without prejudice, which may have been erroneously named.

On October 8, 2025, Plaintiff amended his Class Action complaint to identify Danny Nunez as Doe Defendant 1. On November 20, 2025, Plaintiff amended his complaint in the PAGA Action to add Danny Nunez as a named Defendant.

On June 11, 2026, Plaintiff filed an Amended Complaint in the Class Action, which added all of the facts, theories and alleged California Labor Code violations for Civil Penalties pursuant PAGA as alleged in the PAGA Notices submitted on June 26, 2025, and September 11, 2025, as well as all of the facts, theories, and alleged California Labor Code violations, as alleged in the operative complaint in the PAGA Action.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in this action, dispute any wages, damages, and penalties claimed by the Class Representative as being owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

The Court granted preliminary approval of the Settlement on September 10, 2026. 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. Defendants have agreed to pay an “all in” amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Class Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator in two equal installments: (a) fifty percent (50%) of the Gross Settlement Amount shall be paid thirty (30) days after Final Approval of the settlement, and (b) the remaining fifty percent (50%) shall be due by January 26, 2028.

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

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$10,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 35% of the Gross Settlement Amount (currently \$157,500.00) and actually incurred litigation expenses of not more than \$40,000.00 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. A Service Award of Ten Thousand Dollars and Zero Cents (\$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 \$30,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$19,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$10,500.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Individual Class Settlement Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are

deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Class Settlement Payment for each Settlement Class Member will be calculated by dividing the number of Workweeks worked by each Class Member during the Class Period by the total number of Workweeks worked by all Class Members during the Class Period and multiplying the resulting fraction by the Net Settlement Amount. A “Workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendant La Villa Tacos, LLC as a non-exempt employee during the Class Period in California.

- Calculation of PAGA Payments to the Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The amount that each Aggrieved Employee will be eligible to receive under the Settlement will be calculated by dividing by the number of pay periods worked by each Aggrieved Employee during the PAGA Period by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and multiplying the resulting fraction by the 35% portion of the PAGA Payment (i.e. \$10,500) allocated for distribution to Aggrieved Employees. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant La Villa Tacos, LLC in California as a non-exempt employee at any time from June 26, 2023, through January 23, 2026 (“PAGA Period”).

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

Tax Matters. Thirty percent (30%) 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. Seventy percent (70%) of each Individual Class Settlement Payment is allocated to penalties and interest (“Penalty Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099-MISC for the Penalties and Interest Portion of the Individual 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-MISC for such payment. Neither Class Counsel nor Defendants’ 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 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 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 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 or give up under the Settlement?

Released Class Claims. All class claims that were 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.

Released PAGA Claims: All PAGA claims alleged in the operative complaint in the action and Plaintiff’s PAGA notices 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.

Released Parties means Defendants La Villa Tacos, LLC and Danny Nunez, and their related entities, directors, officers, members, and investors.

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 Defendants 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?

Defendants' records reflect that you have <<MERGED_ClassWW>> Workweeks worked during the Class Period (June 26, 2020, to January 23, 2026.).

Based on this information, your estimated Individual Settlement Payment is \$<<MERGED_ClassAward>>.

Defendants' records reflect that you have <<MERGED_PAGAPP>> pay periods worked during the PAGA Period (June 26, 2023, through January 23, 2026).

Based on this information, your estimated Aggrieved Employee Payment is \$<<MERGED_PAGAAward>>.

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 November 9, 2026.

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: ILYM Group, Inc.

The Court will hold a hearing on February 1, 2027, 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 <https://ilymgroup.com/LaVillaTacos>.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the 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 November 9, 2026. The address for the Settlement Administrator is 2832 Walnut Ave STE C, Tustin, CA 92780; Tel: (888) 250-6810. 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 *Jorge Damian v. La Villa Tacos, LLC, et al.*, currently pending in Superior Court of Kern County, Case No. BCV-24-102155. 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 November 9, 2026, 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 object or challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Jorge Damian v. La Villa Tacos, LLC, et al.*, Kern County Superior Court, Case No. BCV-24-102155. 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 November 9, 2026. The address for the Settlement Administrator is 2832 Walnut Ave STE C, Tustin, CA 92780; Tel: (888) 250-6810.

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: jlapyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Tel: (619) 599-8292
E-Mail: shani@zakaylaw.com

Counsel for Defendants:

Brian Hill, Esq.
Kaleb L. Judy, Esq.
Belden Blaine Raytis, LLP
5016 California Ave., Suite 3
Bakersfield, CA 93309
Tel: (661) 864-7826
E-Mail: brian@bbr.law; kaleb@bbr.law

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

The Court will hold a Final Approval Hearing at 8:30 a.m. on February 1, 2027, at the Kern County Superior Court, Division J, located at 1215 Truxtun Ave, Bakersfield, CA 93301, before Judge Gregory Pulskamp. 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 (888) 250-6810 or write to *Jorge Damian v. La Villa Tacos, LLC, et al., Kern County Superior Court, Case No. BCV-24-102155*, Settlement Administrator, 2832 Walnut Ave STE C, Tustin, CA 92780 c/o ILYM Group, Inc.

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 <https://ilymgroup.com/LaVillaTacos>.

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 such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.