

1 Karen I. Gold (State Bar No. 258360)  
kgold@blackstonepc.com  
2 Marissa A. Mayhood (State Bar No. 334376)  
mmayhood@blackstonepc.com  
3 **BLACKSTONE LAW, APC**  
4 8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
5 Tel: (310) 622-4278 / Fax: (855) 786-6356

FILED  
KERN COUNTY SUPERIOR COURT  
07/07/2025  
BY Evans, Gricelda  
DEPUTY

6 Attorneys for Plaintiffs Tyler Krug and Francisco Balbuena

7 *[Additional counsel listed on next page]*

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF KERN**

11 TYLER KRUG & FERNANDO JARAMILLO,  
individually, and on behalf of those similarly  
12 situated and members of the general public; and  
FRANCISCO BALBUENA, individually, and  
13 on behalf of those similarly situated,

14 Plaintiffs,

15 vs.

16 EKC ENTERPRISES, INC., a California  
17 Corporation; and DOES 1 through 25, inclusive,

18 Defendants.

Case No.: BCV-23-103975

Honorable Bernard C. Barmann  
Division H

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: July 7, 2025  
Time: 8:30 a.m.  
Division: H  
Address: 1215 Truxton Ave.  
Bakersfield, CA 93301

Complaint Filed: November 28, 2023  
FAC Filed: January 18, 2024  
SAC Filed: February 20, 2025  
Trial Date: Not Set

1 **BOKHOUR LAW GROUP, P.C.**  
2 Mehrdad Bokhour, Esq. (Cal. Bar No. 285256)  
3 mehrdad@bokhourlaw.com  
4 1901 Avenue of the Stars, Suite 920  
5 Los Angeles, California 90067  
6 Tel: (310) 975-1493 / Fax: (310) 675-0861

7 **FALAKASSA LAW, P.C.**  
8 Joshua S. Falakassa  
9 josh@falakassalaw.com  
10 1901 Avenue of the Stars, Suite 920  
11 Los Angeles, California 90067  
12 Tel: (818) 456-6168 / Fax: (888) 505-0868

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Attorneys for Plaintiff Fernando Jaramillo

1 **[PROPOSED] ORDER**

2 On July 7, 2025 at 8:30 a.m. in Division H of the above-captioned Court located at 1215 Truxtun  
3 Avenue, Bakersfield, California 93301, Plaintiffs Tyler Krug, Fernando Jaramillo, and Francisco  
4 Balbuena’s (collectively, “Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA  
5 Settlement came on for hearing before the Honorable Bernard C. Barmann. Blackstone Law, APC,  
6 Bokhour Law Group, P.C., and Falakassa Law, P.C. appeared on behalf of Plaintiffs and Sagaser, Watkins  
7 & Wieland, PC appeared on behalf of Defendant EKC Enterprises, Inc. (“Defendant”).

8 The Court, having carefully considered the papers, argument of counsel, and all matters presented  
9 to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion for Preliminary Approval of  
10 the Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
13 Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 4 to the Declaration of Karen I.  
14 Gold in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.  
15 This is based on the Court’s determination that the Settlement falls within the range of possible approval  
16 as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement, and all  
18 capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement  
19 Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and  
21 reasonable. It appears to the Court that extensive investigation and research have been conducted such  
22 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further  
23 appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties,  
24 as well as avoid the delay and risks that would be presented by the further prosecution of the case. It  
25 further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive,  
26 arms-length negotiations, and was entered into in good faith.

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1           4.     The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration Costs,  
3 and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement  
4 Agreement, appears to be within the range of reasonableness of a settlement that could ultimately be given  
5 final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted  
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available to  
7 the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the  
8 risks of further litigation relating to certification, liability, and damages requirements of California Labor  
9 Code § 2699(1).

10           5.     The Court concludes that, for settlement purposes only, the proposed Class meets the  
11 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the  
12 Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b)  
13 common questions of law and fact predominate, and there is a well-defined community of interest amongst  
14 the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are  
15 typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the  
16 interests of the members of the Class; (e) a class action is superior to other available methods for the  
17 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs  
18 in their individual capacities and as the representatives of the Class.

19           6.     The Court conditionally certifies, for settlement purposes only, the Class, defined as  
20 follows:

21           All current and former hourly-paid or nonexempt employees who worked for Defendant within  
22 the State of California at any time during the Class Period.

23           (The Class Period is defined as the period from November 28, 2019, until the date of the  
24 Court's order granting preliminary approval of the Settlement Agreement, subject to Paragraph  
25 19 of the Settlement Agreement.)

26           7.     The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, and Marissa A.  
27 Mayhood of Blackstone Law, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua  
28 Falakassa of Falakassa Law, P.C. as counsel for the Class ("Class Counsel").

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1           8.       The Court provisionally appoints Plaintiffs Tyler Krug, Fernando Jaramillo, and Francisco  
2 Balbuena as the representatives of the Class (collectively, “Class Representatives”).

3           9.       The Court provisionally appoints Apex Class Action LLC to handle the administration of  
4 the Settlement (“Settlement Administrator”).

5           10.      Within twenty-one (21) calendar days of entry of this Order, Defendant will provide the  
6 Settlement Administrator with the following information for each Class Member and PAGA Employee:  
7 (1) full name; (2) last known mailing address; (3) Social Security number; and (4) dates worked for  
8 Defendant during the Class Period (collectively referred to as the “Class List”).

9           11.      The Court approves, both as to form and content, the Notice of Class Action Settlement  
10 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in  
11 the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully  
12 and accurately inform the Class Members of all material elements of the Settlement, of Class Members’  
13 right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’  
14 right to dispute the Workweeks and/or PAGA Pay Periods credited to each of them by submitting a  
15 Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to object to the Class  
16 Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further finds  
17 that distribution of the Class Notice substantially in the manner and form set forth in the Settlement  
18 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,  
19 meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled  
20 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class  
21 U.S. Mail to all Class Members and PAGA Employees no later than seven (7) calendar days of receipt of  
22 the Class List, pursuant to the terms set forth in the Settlement Agreement.

23           12.      The Court hereby preliminarily approves the proposed procedure, set forth in the  
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose  
25 to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the  
26 requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the  
27 date that is forty-five (45) calendar days after the initial mailing of the Class Notice by the Settlement  
28 Administrator to Class Members (“Response Deadline”). In the event that a Class Notice is re-mailed to

1 a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar  
2 days from the original Response Deadline. Any such person who timely and validly chooses to opt out  
3 of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class  
4 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment  
5 thereon. Notwithstanding the above, all PAGA Employees will be bound by the PAGA Settlement and  
6 issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.  
7 Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class  
8 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

9 13. A Final Approval Hearing shall be held before this Court on November 18, 2025 at  
10 8:30 a.m./~~p.m.~~ in Division H of the Kern County Superior Court, located at 1215 Truxtun  
11 Avenue, Bakersfield, California 93301, to determine all necessary matters concerning the Settlement,  
12 including: whether the proposed settlement of this action on the terms and conditions provided for in the  
13 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a  
14 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained  
15 in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA  
16 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,  
17 Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
19 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the appropriate  
20 declarations and supporting evidence, including the Settlement Administrator's declaration, by  
21 October 24, 2025, to be heard at the Final Approval Hearing.

22 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice of  
23 Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection  
24 must be signed and must contain the information that is required, as set forth in the Class Notice, including  
25 and not limited to the grounds for the objection. Settlement Class Members, individually or through  
26 counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they  
27 have submitted a Notice of Objection.

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1           16.     In the event the Settlement does not become effective in accordance with the terms of the  
2 Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to  
3 become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the  
4 parties shall revert back to their respective positions as of before entering into the Settlement Agreement.  
5 The fact that the Court certified the Class for settlement purposes shall not be admissible or have any  
6 bearing on the issue of whether any class should be certified in a non-settlement context.

7           17.     The Court reserves the right to adjourn or continue the date of the Final Approval Hearing  
8 and any dates provided for in the Settlement Agreement without further notice to the Class Members and  
9 retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

10           **IT IS SO ORDERED.**

11 Dated: July 7, 2025

 Signed: 7/7/2025 09:37 AM  
Honorable Bernard C. Barmann, Jr.  
Judge of the Superior Court

# **EXHIBIT 1**

## NOTICE OF CLASS ACTION SETTLEMENT

*Tyler Krug et al. v. EKC Entreprises, Inc.*, Kern Superior Court, Case No. BCV-23-103975 & *Fernando Jaramillo v. EKC Entreprises, Inc. et al.*, Fresno Superior Court, Case No. 23CECG04736

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case(s).**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Tyler Krug, Plaintiff Francisco Balbuena, Fernando Jaramillo ("Plaintiffs") and Defendant EKC Enterprises, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases titled *Tyler Krug et al. v. EKC Entreprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975 & *Fernando Jaramillo v. EKC Entreprises, Inc. et al.*, Fresno Superior Court, Case No. 23CECG04736 ("Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

"Class" or "Class Member" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Period" means the period from November 28, 2019, until the date of the Court's order granting preliminary approval of the Settlement Agreement, subject to paragraph 19 of the Settlement Agreement.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the period from September 25, 2022, until the date of the Court's order granting preliminary approval of the Settlement Agreement.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTIONS**

On September 25, 2023, and November 15, 2023, Plaintiff Fernando Jaramillo and Plaintiffs Tyler Krug and Francisco Balbuena, respectively, provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiffs contend were violated ("PAGA Letters"). On November 14, 2023, Plaintiff Fernando Jaramillo commenced a putative class action lawsuit by filing a Class Action Complaint in the Fresno County Superior Court, Case No. 23CECG04736 ("Jaramillo Action"). On November 28, 2023, Plaintiffs Tyler Krug and Francisco Balbuena commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Kern County Superior Court, Case No. BCV-23-103975 ("Krug Action" collectively with "Jaramillo Action" are referred to collectively hereinafter as "Actions"). On January 18, 2024, Plaintiffs Tyler Krug and Francisco Balbuena filed a First Amended Class And Representative Action Complaint, adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). On February 20, 2025, Plaintiffs filed a Second Amended Class and Representative Action Complaint, adding Plaintiff Fernando Jaramillo.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed APEX Class Action, LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Tyler Krug, Francisco Balbuena, and Fernando Jaramillo as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish  
Karen I. Gold  
Marissa A. Mayhood  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

Mehrdad Bokhour  
**Bokhour Law Group, P.C.**  
1901 Avenue of the Stars, Suite 450  
Los Angeles, California 90067  
Tel: (310) 975-1493 / Fax: (310) 675-0861

Joshua Falakassa  
**Falakassa Law, P.C.**  
1901 Avenue of the Stars, Suite 450  
Los Angeles, California 90067  
Tel: (818) 456-6168

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is one million and five hundred thousand dollars and zero cents (\$1,500,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$525,000 if the Gross Settlement Amount is \$1,500,00.00), and reimbursement of litigation costs and expenses, in an amount not to exceed thirty three thousand dollars and zero cents (\$33,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed seven thousand and five hundred dollars and zero cents (\$7,500.00) for each of the three Plaintiffs, which amounts to \$22,500 collectively for their services in the Actions; (3) the amount of one hundred thousand dollars and zero cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000) (“LWDA Payment”) and the remaining 25% (\$25,000) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed fourteen thousand dollars and zero cents (\$14,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) calculated according to the number of Workweeks worked during the Class Period. (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on calculated according to the number of Pay Periods worked during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- From [REDACTED] through [REDACTED] (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.

- From [REDACTED] through [REDACTED] (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Krug Action (*Tyler Krug et al. v. EKC Enterprises, Inc.*, Case No. BCV-23-103975); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before **[Response Deadline]**.

### **C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

### **D. Release of Claims**

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letters, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission

Wage Orders, including *inter alia*, Wage Order 16-2001.

“Released Parties” means Defendant and its current and former employees, officers, directors, owners, attorneys, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

**E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$525,000 if the Gross Settlement Amount is \$1,500,00.00) and reimbursement of litigation costs and expenses in an amount not to exceed thirty three thousand dollars and zero cents (\$33,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Plaintiffs**

Plaintiffs will seek the amount of seven thousand and five hundred dollars and zero cents (\$7,500.00) (“Enhancement Payment”), in recognition of their services in connection with the Actions. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed fourteen thousand dollars and zero cents (\$14,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**H. Distribution of the Gross Settlement Amount**

Within five (5) business days of the funding of the first half Gross Settlement Amount, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiffs, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.

Within five (5) business days of the funding of the last deposit of the Gross Settlement Amount (November 11, 2026), the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, the remaining half of the Individual PAGA Payments to PAGA Employees, the remaining half of the LWDA Payment to the LWDA, the remaining half of the Enhancement Payment to Plaintiffs, the remaining half of the Attorneys’ Fees and Costs to Class Counsel, and the remaining half of Settlement Administration Costs to itself.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA

Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

### **B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Krug Action (*Tyler Krug et al. v. EKC Enterprises, Inc.*, Case No. BCV-23-103975); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Krug Action (*Tyler Krug et al. v. EKC Enterprises, Inc.*, Case No. BCV-23-103975); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

## **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Division H of the Kern County Superior Court, located at 1215 Truxtun Avenue, Bakersfield, California, 93301, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

At the following website you can find a link to listen in on the Final Approval Hearing and a Zoom link to participate in the courtroom process: <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>.

**VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Krug Action on APEX Class Action, LLC's website at [REDACTED]. You can also telephone Class Counsel or the Settlement Administrator using the contact information listed herein. You can also review court documents by registering an account and logging in at <https://odyprodportal.kern.courts.ca.gov/portalprod>, selecting smart search, and searching the case number BCV-23-103975.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**