

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

NATHAN POOL, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

UTC RESTAURANT VENTURE, LLC, a
California limited liability company; PASEO
RESTAURANT VENTURE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV07785 (Lead Case)
Consolidated Case No.: 20GDCV00377

Honorable Amy D. Hogue
Department SSC7

CLASS ACTION

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

Date: September 15, 2021
Time: 11:00 am
Department: SSC7

Complaint Filed: February 27, 2020
Trial Date: None Set

1 This matter has come before the Honorable Amy D. Hogue in Department SSC7 of the
2 Superior Court of the State of California, for the County of Los Angeles, for Plaintiff's Motion for
3 Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC appears as counsel for
4 Plaintiff Nathan Pool ("Plaintiff"), individually and on behalf of all others similarly situated and
5 other aggrieved employees, and Jackson Lewis PC appears as counsel for Defendants UTC
6 Restaurant Venture, LLC and Paseo Restaurant Venture, LLC ("Defendants").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
13 the Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary Approval of
14 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
15 the range of possible approval as fair, adequate, and reasonable.

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

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the cases. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, 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 Payment, PAGA Penalties, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Members provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 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
7 to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome
8 of further litigation relating to certification, liability, and damages issues.

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

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

21 Plaintiff and all current and former hourly- paid, non-exempt employees who worked
22 for Defendants in the State of California at any time during the period from February
23 27, 2016 through October 20, 2020, who did not sign arbitration agreements.

24 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna
25 Ghosh of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Nathan Pool as the representative of the
27 Class ("Class Representative").

28 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
administration of the Settlement ("Settlement Administrator").

1 10. Within twenty-one (21) calendar days of the date of this Order, Defendants shall
2 provide the Settlement Administrator with a complete list of all Class Members and PAGA
3 Members, including their full names, last known mailing addresses, last known telephone numbers
4 (if available), and Social Security Numbers, as well as their dates of employment, total Class
5 Workweeks, total PAGA Workweeks, and such other information as is necessary for the Settlement
6 Administrator to administer the Settlement (collectively referred to as the “Data List”) in conformity
7 with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action and
9 PAGA Settlement (“Notice”) attached hereto as “**EXHIBIT 1.**” The Notice shall be provided to
10 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
11 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
12 of Class Members’ right to be excluded from the Class Settlement by submitting a Request for
13 Exclusion, of Class Members’ right to dispute the Class Workweeks credited to each of them, and
14 of each Settlement Class Member’s right and opportunity to object to the Class Settlement by
15 submitting a Notice of Objection. The Court further finds that distribution of the Notice substantially
16 in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates
17 set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
18 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
19 Settlement Administrator to mail the Notice in English and Spanish by First-Class U.S. Mail to all
20 Class Members within fourteen (14) calendar days of receipt of the Data List, pursuant to the terms
21 set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
25 Exclusion in conformity with the requirements set forth in the Notice, to the Settlement
26 Administrator, postmarked no later than the date which is sixty (60) calendar days from the initial
27 mailing of the Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Notice,
28 the Response Deadline will be extended by fifteen (15) calendar days. Any such person who timely

1 and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to
2 any recovery under the Class Settlement and will not be bound by the Class Settlement or have any
3 right to object, appeal, or comment thereon. Class Members who have not submitted a timely and
4 valid Request for Exclusion (i.e., Settlement Class Member) shall be bound by the Settlement
5 Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on
7 _____ at _____ a.m./p.m. in
8 Department SSC7 of the Los Angeles County Superior Court, Spring Street Courthouse, located at
9 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters
10 concerning the Settlement, including: whether the proposed settlement of the action on the terms
11 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
12 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
13 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
14 reasonable to the Class Members; and determine whether to finally approve the requests for the
15 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

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

21 15. To object to the Class Settlement, a Class Member must submit a written Notice of
22 Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline.
23 The Notice of Objection must be signed and must contain the information that is required, as set
24 forth in the Notice, including and not limited to the grounds for the objection.

25 16. In the event the Settlement does not become effective in accordance with the terms
26 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
27 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
28 vacated, and the Parties shall revert back to their respective positions as of before entering into the

1 Settlement Agreement.

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

6 **IT IS SO ORDERED.**

7
8 Dated: _____

By: _____

The Honorable Amy D. Hogue
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Pool v. UTC Restaurant Venture, LLC, et al.
Superior Court of California for the County of Los Angeles, Case No. 20STCV07785

PLEASE READ THIS NOTICE CAREFULLY.

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

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

This 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 Class Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Nathan Pool ("Plaintiff") and Defendants UTC Restaurant Venture, LLC and Paseo Restaurant Venture, LLC ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the cases entitled *Pool v. UTC Restaurant Venture, LLC, et al.*, Los Angeles County Superior Court, Case No. 20STCV07785 ("Class Action") and *Pool v. UTC Restaurant Venture, LLC, et al.*, Los Angeles County Superior Court, Case No. 20GDCV00377 ("PAGA Action"), 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" means Plaintiff and all current and former hourly-paid, non-exempt employees who worked for Defendants at any time during the Class Period, who did not sign arbitration agreements.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 27, 2016 through October 20, 2020.

"Class Settlement" means the settlement and resolution of the Class Released Claims (as defined in section III.D).

"PAGA Member(s)" means Plaintiff and all current and former hourly-paid, non-exempt employees who worked for Defendant Paseo Restaurant Venture, LLC in California at any time during the PAGA Period.

"PAGA Period" means the time period between January 29, 2019 through October 20, 2020.

II. BACKGROUND OF THE LAWSUIT

On February 27, 2020, Nathan Pool commenced a putative class action lawsuit (i.e., the Class Action) by filing the Class Action Complaint for Damages ("Class Complaint") in the Los Angeles County Superior Court, Case No. 20STCV07785. On April 3, 2020, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA Complaint") against Defendants in the Superior Court of California of Los Angeles, Case No. 20GDCV00377 and commenced an action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA") (i.e., the PAGA Action). Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Class Action and PAGA Action (together, “Actions”) or that they 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 the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Nathan Pool as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment and, if eligible, an Individual PAGA 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 Class Workweeks credited to you, if you so choose, as explained more fully in Section III below. Regardless of whether you exclude yourself from the Class Settlement, you will still release the PAGA Released Claims (as defined in section III.D) and will receive your Individual PAGA Payment, as defined herein, if you are a PAGA Member.

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or to Class Members and/or PAGA Members. Plaintiff and Defendants, 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 Class Members, PAGA Members, and the State of California. The Court has made no ruling on the merits of the claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is two hundred seventy-five thousand dollars (\$275,000.00) (the “Total Settlement Amount”). The portion of the Total 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 Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$96,250.00) and reimbursement of litigation costs and expenses in an amount not to exceed thirty-five thousand dollars (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed seven thousand five hundred dollars (\$7,500.00) to Plaintiff for his services in the Actions; (3) allocation for penalties under the PAGA (“PAGA Penalties”) in the amount of fifty thousand dollars (\$50,000.00); and (4) Settlement Administration Costs in an amount not to exceed ten thousand dollars (\$10,000.00) to the Settlement Administrator. Note: the California Labor and Workforce Development Agency (“LWDA”) will be paid 75% of the PAGA Penalties, or thirty-seven thousand five hundred dollars (\$37,500.00), and the remaining 25% of the PAGA Penalties (i.e., twelve thousand five hundred dollars (\$12,500.00)) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”), to be determined as follows:

- Individual Settlement Shares are based on the number of weeks that each Class Member was credited to have worked for Defendants as an hourly-paid, non-exempt employee during the Class Period (“Class Workweeks”), which will be calculated by determining the number of days between the start and end dates of employment during the Class Period, divided by seven (7).
- The Settlement Administrator has divided the Net Settlement Amount by the Class Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Class Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

PAGA Members will receive payment under the Settlement of their pro rata share of the Employee PAGA Amount (i.e., 25% of the PAGA Penalties) (“Individual PAGA Payment”), to be determined as follows:

- Individual PAGA Payments are based on the number of weeks that each PAGA Member was credited to have worked for Defendant Paseo Restaurant Venture, LLC as an hourly-paid, non-exempt employee during the PAGA Period (“PAGA Workweeks”), which will be calculated by determining the number of days between the start and end dates of employment during the PAGA Period, divided by seven (7).
- The Settlement Administrator has divided the Employee PAGA Amount, i.e., \$12,500, by the PAGA Workweeks of all PAGA Members to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) 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 taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. To the extent that a Settlement Class Member is also a PAGA Member, the Settlement Administrator will issue both the Individual Settlement Payment and Individual PAGA Payment by way of a single check. **If the address to which this Notice was mailed is not correct, or if you move after you receive this 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 Based on Defendants’ Records

According to Defendants’ records:

From February 27, 2016 to October 20, 2020, you worked for Defendant as an hourly-paid, non-exempt employee in California for [REDACTED] Class Workweeks.

From January 29, 2019 to October 20, 2020, you worked for Defendant as an hourly-paid, non-exempt employee in California for [REDACTED] PAGA Workweeks.

If you wish to dispute the Class Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Lawsuit (*Pool v. UTC Restaurant Venture, LLC, et al.*, Case No. 20STCV07785); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Class Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Class

Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Class Workweeks 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 withholding 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.

As explained above, your estimated Individual PAGA Payment is based on the number of PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Notice are only estimates. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Class Released Parties of all Class Released Claims he or she may have or had.

“Class Released Claims” any and all claims and damages arising from any of the facts alleged in Plaintiff’s Class Complaint during the period from February 27, 2016 through Preliminary Approval, including Defendants’ alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and violation of California Business and Professions Code sections 17200, et seq., for, inter alia, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses. The Class Released Claims exclude any claims for penalties under the PAGA

“Class Released Parties” means Defendants, and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the PAGA Released Parties of all PAGA Released Claims he or she may have or had during the PAGA Period.

“PAGA Released Claims” or “PAGA Release” means the release by all PAGA Members for all claims for PAGA that arise out of or relate to the factual allegations pled in the LWDA Letter and PAGA Complaint, from January 29, 2019 through Preliminary Approval, including: failure to pay minimum and overtime wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and unreimbursed business expenses. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), PAGA Members who exclude themselves from the Class Settlement shall still receive an Individual PAGA Payment as calculated by the Settlement Administrator.

“PAGA Released Parties” means Defendant Paseo Restaurant Venture, LLC, and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successor and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$96,250.00) and reimbursement of litigation costs and expenses in an amount of up to thirty-five thousand dollars (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members 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 Plaintiff

Plaintiff will seek the amount of seven thousand five hundred dollars and no cents (\$7,500.00) to him (“Enhancement Payment”), in recognition of his services in connection with the Actions. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff 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 ten thousand dollars (\$10,000.00) (“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 disputes of Class Workweeks, calculating Individual PAGA Payments, Individual Settlement Shares, and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, 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

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Pool v. UTC Restaurant Venture, LLC, et al.*, Case No. 20STCV07785); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Class Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the 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. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of all claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Class Settlement

You can object to the terms of 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 or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Pool v. UTC Restaurant Venture, LLC, et al.*, Case No. 20STCV07785); (b) contain your full name, signature, address, and telephone 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 mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC7 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, 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 award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

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 court records in the Action for a fee by visiting the civil clerk’s office, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California 90012, by appointment during business hours, or by online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

To schedule an appointment, you may call the Court Support Services at the following number: (213) 830-0800, or you may visit the Court’s website at www.lacourt.org.

Individuals who come to the courthouse must wear facial coverings and maintain social distancing at all times within the public areas of the courthouse or courtroom. For more information regarding the mandatory use of facial coverings and social distancing requirements in all Los Angeles County courthouses, you may visit the Los Angeles Superior Court’s *Here For You | Safe For You* page at <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

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.