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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RASHON HAYES, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

SALT & STRAW, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV06626

Honorable Kenneth R. Freeman
Department 14

CLASS ACTION

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

Date: February 7, 2023
Time: 11:00 a.m.
Department: 14

Complaint Filed: February 20, 2020
FAC Filed: October 14, 2020
Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department 14 of the
2 Superior Court of the State of California, for the County of Los Angeles, on February 7, 2023 at
3 11:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appeared as counsel for Plaintiff Rashon Hayes ("Plaintiff"), and Lewis Brisbois
5 Bisgaard & Smith LLP appeared as counsel for Defendant Salt & Straw, LLC ("Defendant").

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

9 **IT IS HEREBY ORDERED THAT:**

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

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

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

25 4. The Court preliminarily finds that the Settlement, including the allocations for the
26 Class Counsel Fees & Costs, Class Representative Incentive Payment, PAGA Penalties, Settlement
27 Administration Costs, and payments to the Participating Class Members provided thereby, appear
28 to be within the range of reasonableness of a settlement that could ultimately be given final approval

1 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
2 the Settlement and preliminarily finds that the monetary settlement awards made available to the
3 Class Members are fair, adequate, and reasonable when balanced against the probable outcome of
4 further litigation relating to certification, liability, and damages issues.

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

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

17 All current and former non-exempt or hourly-paid employees who are or were
18 employed by Defendant in the State of California at any time during the Class Period.

19 7. The Class Period is conditionally deemed to be the period beginning on February
20 20, 2016 and ending on August 31, 2021.

21 8. The Court provisionally orders that pursuant to the Settlement Agreement, and upon
22 funding of the settlement by Defendant, (i) Plaintiff and all Class Members who have not been timely
23 and properly excluded from the Class, and any person acting on their behalf, are deemed to have
24 waived, released and discharged, and are permanently barred from prosecuting the Released Class
25 Claims against Defendant and the Released Parties as fully set forth in the Settlement Agreement,
26 and (ii) Plaintiff and all Class Members and PAGA Members, including those who have timely and
27 duly requested exclusion are deemed to have waived, released, and discharged, and are permanently
28 barred from prosecuting the PAGA Released Claims against Defendant and the Released Parties as

1 fully set forth in the Settlement Agreement.

2 9. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
3 (“Class Counsel”).

4 10. The Court provisionally appoints Plaintiff Rashon Hayes as the representative of the
5 Class (“Class Representative”).

6 11. The Court provisionally appoints Phoenix Class Action Administration Solutions
7 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

8 12. Within fifteen (15) calendar days of Preliminary Approval, Defendant will provide
9 the Settlement Administrator which will include each Class Member’s: (1) full name; (2) last known
10 home address; (3) last known telephone number (if available); (4) Social Security number; and (5)
11 dates of employment as a Class Member, including all separations and re-hires during the Class
12 Period (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

13 13. The Court approves, both as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
15 to Class Members and PAGA Members in the manner set forth in the Settlement Agreement. The
16 Court finds that the Class Notice appears to fully and accurately inform the Class Members and
17 PAGA Members of all material elements of the Settlement, of Class Members’ right to be excluded
18 from the Settlement by submitting a Request for Exclusion, of the binding release of the PAGA
19 Released Claims regardless of the exercise of Class Members’ right to be excluded from the
20 Settlement, of Class Members’ right to dispute the Workweeks and/or PAGA Workweeks credited
21 to each of them, and of each Participating Class Member’s right and opportunity to object to the
22 Settlement by submitting a written Objection or by presenting their objection orally at the Final
23 Approval Hearing. The Court further finds that distribution of the Class Notice substantially in the
24 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
25 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
26 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
27 Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members
28 within seven (7) calendar days after receiving the Class List from Defendant, pursuant to the terms

set forth in the Settlement Agreement.

14. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose to be excluded from the Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is seventy-five (75) calendar days after the Settlement Administrator mails the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended ten (10) calendar days from the date of the re-mailing or the original seventy-five (75) calendar day deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. All Class Members who do not request exclusion from the Settlement (i.e., Participating Class Members) will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court.

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

16. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel’s Fees & Costs, Class Representative Incentive Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, by _____,

to be heard at the Final Approval Hearing.

17. To object to the Settlement, a Participating Class Member must sign and postmark a valid written Objection to the Settlement Administrator on or before the Response Deadline or appear at the Final Approval Hearing. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

18. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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

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

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Kenneth R. Freeman
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Rashon Hayes v. Salt & Straw, LLC.
Superior Court of the State of California, for the County of Los Angeles
Case No. 20STCV06626

PLEASE READ THIS NOTICE CAREFULLY.

You have received this 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.

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 settlement, object to the settlement, and/or dispute the number of 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 Rashon Hayes ("Plaintiff") and Defendant Salt & Straw, LLC. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Rashon Hayes v. Salt & Straw, LLC*, Superior Court of California for the County of Los Angeles, Case No. 20STCV06626 ("Action"). The settlement 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 all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 20, 2016 to August 31, 2021.

"PAGA Member" shall mean all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the time period between February 11, 2019 through August 31, 2021.

II. BACKGROUND OF THE LAWSUIT

On February 20, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant Salt & Straw, LLC. in the Los Angeles County Superior Court, Case No. 20STCV06626 ("Action"). On February 11, 2020, Plaintiff provided written notice, by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he alleges Defendant violated ("LWDA Letter"). On October 14, 2020, Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action ("Operative Complaint").

Plaintiff alleges that Defendant violated the California Labor Code by failing 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 in violation of California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and class counsel's fees and costs.

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

The Parties participated in a full-day mediation session 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,” “Agreement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Rashon Hayes as the 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

Salt & Straw, LLC’s counsel is:

John Haubrich, Jr.
Armine Antonyan
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: (213) 250-1800
Fax: (213) 250-7900

If you are a Class Member and/or PAGA Member, you do not need to 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 any class portion of an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks/PAGA Workweeks credited to you, if you so choose, as explained more fully in Section III below.

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 Action have merit or that Defendant has any liability to Plaintiff, Class Members or PAGA Members. Plaintiff 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 Class Members and PAGA Members. The Court has made no ruling on the merits of the Class Members’ 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 settlement amount is one million two hundred fifty thousand dollars (\$1,250,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Settlement 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) Class Counsel’s Fees and Costs, consisting of class counsel’s fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$437,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed thirty thousand dollars (\$30,000.00) to Class Counsel; (2) Class Representative Incentive Payment in an amount up to ten thousand dollars (\$10,000.00) to Plaintiff for his services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of seventy five thousand dollars (\$75,000.00) for its 75% portion of the PAGA Penalties; payment to PAGA Members in the amount of twenty five thousand dollars (\$25,000.00) for their 25% share of the PAGA Penalties; and (4) Administration Costs in an amount not to exceed eighteen thousand dollars (\$18,000.00) to the Settlement Administrator.

4883-4530-2326.1 2

Questions? Please call: [settlement administrator’s 800-number]

4887-7849-5030.1 / 110553-1001

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), which will be calculated by Defendant based on Class Members’ time records with Defendant. If a Class Member worked at least one day in a workweek, he or she will be credited with a full workweek.

The Settlement Administrator has calculated the number of Workweeks for each Class Member during the Class Period by calculating the number of days each Class Member was employed during the Class Period using their original hire date and final termination date, excluding any time they were unemployed during that time-period, dividing by seven (7), and rounding up to the nearest whole number.

PAGA Members are eligible to receive payment under the Settlement of their *pro rata* share of the portion of the 25% portion of the PAGA Penalties allocated to PAGA Members.

The Settlement Administrator has calculated the number of PAGA Workweeks for each PAGA Member during the PAGA Period by calculating the number of days each PAGA Member was employed during the PAGA Period using their original hire date and final termination date, excluding any time they were unemployed during that time-period, dividing by seven (7), and rounding up to the nearest whole number.

The Settlement Administrator has calculated each Class Member’s Individual Settlement Payment by combining the Class Member’s *pro rata* share of the Net Settlement amount and his or her *pro rata* share of the PAGA Penalties (if applicable) (“Individual Settlement Payment”).

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099. Each Individual Settlement Payment will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Payments.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and PAGA Members at the address that is on file with the Settlement Administrator. **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 Defendant’s Records

According to Defendant’s records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e. from February 20, 2016 through August 31, 2021.

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must include: (a) the case name and number of the Action (*Rashon Hayes v. Salt & Straw, LLC.*, Case No. 20STCV06626); (b) your full name, address, signature, last four digits of your Social Security number, and telephone number; (c) your signature (d) a clear statement that the you dispute the number of Workweeks credited to you and what you contends is the correct number to be credited to you; (e) information and/or attached documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and must (f) be returned by mail to the Settlement Administrator at the specified address (Section IV. B), postmarked **on or before [the Response Deadline]**.

C. Your Estimated Individual Settlement Payment

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

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share

of taxes and withholding with respect to the wages portion of the Individual Settlement Payment 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 Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross 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 waived, released, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, all PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever waived, released, and discharged the Released Parties of all Released PAGA Claims he, she, or it may have had.

“Class Released Claims”: means any all claims, demands, rights, liabilities and causes of action that were pled in Plaintiff’s operative complaint at the time of preliminary approval of this Agreement (“First Amended Complaint” or “FAC” or “operative complaint”), or which could have been pled in the operative complaint based on the factual allegations therein – whether under federal law, including but not limited to the Fair Labor Standards Act (“FLSA”), state law, including but not limited to the California Labor Code, or common law – that arose during the Class Period, including but not limited to claims for unpaid wages, unpaid overtime, minimum wage violations, “off the clock” work, unpaid or improper commissions or bonuses, improper rounding, to properly include commissions or bonuses in the regular rate of pay, unpaid premium pay, unpaid tips, failure to reimburse business expenses, meal and rest break violations, damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, penalties, injunctive or declaratory relief, chargebacks, liquidated damages, or similar relief.

“Released PAGA Claims” means all claims, demands, rights, liabilities and causes of action for penalties under PAGA against the Released Parties based on the facts alleged in both Plaintiff’s February 11, 2020 letter to the Labor & Workforce Development Agency (“PAGA Letter”) and the operative Complaint, that arose during the PAGA Period, including but not limited to claims for civil penalties under Labor Code sections 210, 226.3, 558, 1197.1 and 2699 for alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 204(b), 204.1, 205, 205.5, 210, 226, 226.7, 246, 432, 510, 551, 552, 1174, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, and 2802, and applicable sections of Wage Orders of the Industrial Welfare Commission, including but not limited to applicable sections of the Industrial Welfare Commission Wage Order, and all related Claims for attorneys’ fees and costs.

“Released Parties” means Salt & Straw, LLC, and its parents, members, subsidiaries, successors, affiliates, and assignees, past and present, and each of them, as well as each of its insurers, partners, trustees, directors, shareholders, owners, officers, agents, attorneys, servants, and employees, successors, and assigns, past and present, and each of them.

E. Class Counsel’s Fees and Costs

Class Counsel will seek Class Counsel’s fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$437,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed thirty thousand dollars (\$30,000.00) (collectively, “Class Counsel’s Fees and Costs”), subject to approval by the Court. All Class Counsel’s Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of ten thousand dollars (\$10,000.00) (“Class Representative Incentive Payment”), in recognition of his services in connection with the Action. The Class Representative Incentive Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed eighteen thousand dollars (\$18,000.00) (“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 and PAGA Members of the Settlement, processing Requests for Exclusion, Objections, and disputes of Workweeks. The Administrator is also responsible for calculating Individual Settlement 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.

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 Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. PAGA Members will still receive their *pro rata* portion of the PAGA Penalties, regardless of whether they exclude themselves from the Class Settlement.

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

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement regardless of whether you elect to exclude yourself from the Class Settlement, release the PAGA Released Claims, and be issued payment for your *pro rata* share of the PAGA Penalties.

As a Class Member or PAGA 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 Settlement

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

A Request for Exclusion must contain: (a) your name, address, telephone number, and the last four digits of your Social Security number, your signature, the date, and (b) case name and number of the Action *Rashon Hayes v. Salt & Straw, LLC*, Case No. 20STCV06626, and (c) a clear statement requesting to be excluded from the Settlement of the Class Released Claims and acknowledgment of the binding release of the PAGA Released Claims similar to the following: “I wish to exclude myself from the class settlement reached in the matter of *Rashon Hayes v. Salt & Straw, LLC*. I understand that by excluding myself, I will not receive an Individual Settlement Payment consisting of payment for my release of class claims from the settlement in addition to my share of civil penalties. However, I will still be bound by and receive my portion of civil penalties for my release of the PAGA Released Claims,” and (d) be postmarked **on or before the [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 an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. However, Class Members may not opt out of the PAGA portion of the Settlement, and all Class Members who worked during the PAGA Period will receive their share of the PAGA Penalties and forever release any future claims included in the PAGA Released Claims regardless of whether they submit a Request for Exclusion. Any Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Settlement Class Member and will be bound by all terms of the Settlement, including, and not limited to those pertaining to the release of Class Released Claims described in Section III.D above, as well as the Final Approval Order and Judgement that may be entered by the Court the Court grants Final Approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator by mail, **on or before the [Response Deadline]** or by presenting your objection at the Final Approval Hearing.

An Objection must include: (a) your full name, address, telephone number, last four digits of your Social Security number, and signature, (b) the case name and number of the Action: *Rashon Hayes v. Salt & Straw, LLC*, Case No. 20STCV06626, (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection, (d) whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and (e) if represented by separate counsel, the name, address, bar number, and telephone number of your representing attorney.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 14 of the Los Angeles County Superior Court, located at 312 North 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 Class Counsel’s Fees and Costs, Class Representative Incentive 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 the Spring Street Courthouse 312 North Spring Street, Los Angeles, California 90012 during business hours, or online by visiting the following website: <https://www.lacourt.org/division/civil/civil.aspx>

Please note, due to the COVID-19 pandemic, there may be restrictions on access to the court facilities. You can find the Court’s most current COVID-19 guidelines online at: <https://www.lacourt.org/>

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.**