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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

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

Plaintiff,

vs.

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

DECLARATION OF KEVIN LEE WITH RESPECT TO NOTICE AND SETTLEMENT ADMINISTRATION

Date:	April 17, 2025
Time:	10:00 a.m.
Department:	14
Complaint Filed:	February 20, 2020
FAC Filed:	October 14, 2020
Trial Date:	None Set

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Glendale, California 91203

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Hayes v. Salt & Straw LLC* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Amended Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from February 20, 2016 to August 31, 2021 ("Class Period") and the number of workweeks that each PAGA Member worked during the time period from February 11, 2019 to August 31, 2023 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to PAGA Members; (vii) issuing the payment for Class Counsel's Fees and Costs, the Class Representative Incentive Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 11, 2024, and November 6, 2024, Phoenix received data files from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Class Member ("Class List") during the Class Period. The

final mailing list contained one thousand nine hundred eighteen (1,918) individuals identified as Class Members.

4. On January 6, 2025, the Court entered the Joint Stipulation to Modify Class Notice and to Continue Deadlines; Order Thereon.

5. On January 14, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

6. On January 14, 2025, Phoenix mailed the Notice via U.S. first class mail, in English, to all one thousand nine hundred eighteen (1,918) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

7. As of the date of this declaration, twenty-six (26) Notices have been returned to Phoenix. None were returned with a forwarding address. For the twenty-six (26) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the twenty-six (26) Notices that were skip traced, twenty-five (25) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

8. As of the date of this declaration, one (1) Notice is considered undeliverable since an updated address could not be obtained via skip trace.

9. As of the date of this declaration, Phoenix has received <u>zero (0) Requests for Exclusion</u> from Class Members. The deadline to request exclusion from the Class Settlement will be March 31, 2025.

10. As of the date of this declaration, Phoenix has received <u>zero (0) Objections</u> from Class Members. The deadline for objecting to the Class Settlement will be March 31, 2025.

11. As of the date of this declaration, Phoenix has received <u>zero (0) Workweek disputes</u> from Class Members. The deadline for submitting a dispute will be March 31, 2025.

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12. As of this date, there are one thousand nine hundred eighteen (1,918) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of sixty-nine thousand two hundred twenty-three (69,223) Workweeks during the Class Period. Each Workweek is valued at approximately $10.72.

13. The Escalator Provision of the Settlement Agreement indicates if the total number of workweeks during the Class Period exceeds 62,500, then the Gross Settlement Amount will increase proportionally to such increase in workweeks. The total number of workweeks was 69,223, or a 10.76% increase over 62,500. Accordingly, the Gross Settlement Amount was increased by $134,500.00 (*i.e.* 10.76% of $1,250,000.00). Accounting for these additional funds, the escalated Gross Settlement Amount is $1,384,500.00.

14. The Net Settlement Amount of $744,925.00 available to pay Participating Class Members was determined by subtracting the requested Class Counsel Fees ($484,575.00), and Class Counsel Costs ($30,000.00), requested Class Representative Incentive Payment to Plaintiff Hayes ($10,000.00), the PAGA Amount ($100,000.00), and the requested Settlement Administration Costs ($15,000.00) from the escalated Gross Settlement Amount ($1,384,500.00).

15. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $3,013.15, the lowest Individual Settlement Payment to be paid is approximately $10.76, while the average Individual Settlement Payment to be paid is approximately $388.39. Participating Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

16. Additionally, $100,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $25,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one thousand four hundred thirty-four (1,434) PAGA Members who worked a total of forty-one thousand twenty-seven

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(41,027) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $81.65, and the average Individual PAGA Payment to be paid is approximately $17.43.

17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

18. Phoenix's costs associated with the administration of this matter are $15,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on March 18, 2025, at Orange, California.

KEVIN LEE

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 September 26, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on April 17, 2025 at 10:00 a.m. ("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 September 26, 2024, 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
Brian J. St. John
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:

Katherine C. Den Bleyker
John Haubrich, Jr.
Jeremy Stern
O'HAGAN MAYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071
Telephone: 213-423-6001

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 three hundred eighty-four thousand five hundred dollars ($1,384,500.00) (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., $484,575.00) 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.

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 «Total_Weeks» 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 March 31, 2025.**

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 «Est_Set_Amt». 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

Class Release: 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 Class Released Claims he or she may have or 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 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.

PAGA Release: 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 PAGA Released Claims he, she, or it may have had.

"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.

E. <u>Class Counsel's Fees and Costs</u>

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 $484,575.00) 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. <u>Enhancement Payment to Plaintiff</u>

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. <u>Administration Costs to Settlement Administrator</u>

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. <u>WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?</u>

A. <u>Participate in the Settlement</u>

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 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 March 31, 2025**, at the following mailing address:

Rashon Hayes v. Salt & Straw, LLC
c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, California 92863

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 and all 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 March 31, 2025** 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 April 17, 2025 at 10:00 a.m., 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: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B

CASE ASSUMPTIONS	
Class Members	1918
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1918
Subtotal Admin Only	**$15,138.75**
TOTAL COSTS	**$15,000.00**
Fixed Fee	

CLASS ACTION ADMINISTRATION SOLUTIONS

March 18, 2025

Case: Hayes v. Salt & Straw

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	3	$300.00
Programming Database & Setup	$100.00	3	$300.00
Toll Free Setup*	$140.00	1	$140.00
Call Center & Long Distance	$2.00	192	$383.60
NCOA (USPS)	$0.15	1918	$287.70
		Total	**$1,411.30**

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$105.00	3	$315.00
Data Merge & Duplication Scrub	$0.15	1,918	$287.70
Notice Packet & Opt-Out Form	$1.50	1,918	$2,877.00
Postage (up to 1 oz.)	$0.75	1,918	$1,438.50
Static Website	$250.00	1	$250.00
		Total	**$5,168.20**

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$1.00	26	$26.00
Remail Notice Packets	$1.50	25	$37.50
Postage	$0.75	25	$18.75
Programing Undeliverables	$50.00	1	$50.00
		Total	**$297.25**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$100.00	3	$300.00
Non Opt-Out Processing	$200.00	2	$400.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$5.00	0	$0.00
Case Manager	$85.00	3	$255.00
		Total	**$1,120.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	$100.00	3	$300.00
Disbursement Review	$100.00	3	$300.00
Programming Manager	$95.00	2	$190.00
QSF Fees, Bank Account & EIN	$75.00	3	$225.00
Check Run Setup & Printing	$100.00	3	$300.00
Mail Class Checks, W2 and 1099 *	$1.00	1,918	$1,918.00
Estimated Postage Checks, W2 and 1099	$0.50	1,918	$959.00
		Total	**$4,192.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	$100.00	3	$300.00
Remail Undeliverable Checks (Postage Included)	$1.50	40	$60.00
Case Associate	$55.00	2	$110.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	1	$115.00
Unchashed Check Notice Postcard (Postage Included)	$1.50	40	$60.00
Uncashed Check QSF Tax Filing	$150.00	3	$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	$1,200.00	1	$1,200.00
		Total	**$2,950.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Total:	**$15,138.75**