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Attorneys for Plaintiff Yvonne Labra and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

YVONNE LABRA, individually,
on a representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

SUTTER STREET MANUFACTURING, INC., a
California Corporation; WILLIAMS-SONOMA,
INC., a Delaware Corporation; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: 20STCV18751

*[Assigned to the Hon. Judge Ann I. Jones,
Dept. SS11]*

CLASS ACTION

**DECLARATION OF DANIEL P. LA (ON
BEHALF OF CPT GROUP, INC.) WITH
RESPECT TO NOTIFICATION AND
SETTLEMENT ADMINISTRATION**

1 I, Daniel P. La, declare as follows:

2 1. I am employed by CPT Group, Inc. ("CPT"), the Court-approved class action Settlement
3 Administrator for *Labra v. Sutter Street Manufacturing, Inc., et al.*, as a Case Manager. I have personal
4 knowledge of the facts set forth in this Declaration, and if called as a witness, could and would testify
5 consistently thereto.

6 2. CPT has extensive experience in providing notice of class actions and administering
7 class action settlements. In the past 30 plus years, we have provided notification and/or settlement
8 administration services in over one thousand class action cases. CPT was permitted by both Parties to
9 provide notice of the Settlement and process exclusions in this action. In this capacity, CPT was charged
10 with various duties, including the following:

- 11 a) preparing, printing and mailing the *Notice of Settlement of Class Action* (hereinafter
12 referred to as "Notice Packet");
- 13 b) performing a search based on the National Change of Address Database (an "NCOA") to
14 update and correct any known or identifiable address changes;
- 15 c) determining a correct address by use of skip-tracing for any Notice Packet returned to the
16 Settlement Administrator as undelivered and re-mailing any returned Notice Packets;
- 17 d) establishing and maintaining a toll-free case support hotline where Class Members can
18 speak to case representatives regarding case specific questions;
- 19 e) receiving, tracking, and processing all Class Member responses;
- 20 f) providing the Parties with weekly status reports about the delivery of Notice Packets and
21 any requests for exclusions, objections, and workweek disputes received (if any);
- 22 g) providing declaration(s) and/or other information to the Court as requested by the Parties
23 and/or the Court.
- 24 h) establishing and maintaining a Qualified Settlement Fund Account;
- 25 i) distributing the appropriate settlement amounts and issuing to each Participating Class
26 Member a Form W-2 and a Form 1099 for each Individual Settlement Payment;
- 27 j) making the proper payments to the Labor Workforce Development Agency, Plaintiff, and
28 Class Counsel;

- k) completing any associated tax withholding and reporting to the State and Federal tax authorities;
- l) calculating and remitting the employer's portion of payroll taxes; and
- m) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

3. On May 10, 2021, CPT received the Court-approved text for the Notice Packet from Counsel. CPT prepared a draft of the Notice Packet for mailing to the Class Members, which consisted of a 6-Page Notice Document. CPT received approval from the Parties and a sufficient number of Notice Packets were printed according to the anticipated class size. Attached hereto as "Exhibit A" is a true and correct copy of the Notice Packet.

4. On June 8, 2021, CPT received data files, through secure means, from Defense Counsel, containing each Class Member's full name, last known mailing address, dates of employment, work days, and workweeks. The mailing list contained nine hundred ninety-six (996) Class Members.

5. On June 22, 2021, CPT 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 years and notified the U.S Postal Service of their change of address. As a result of the NCOA, CPT was able to locate fifty-six (56) new addresses.

6. The Notice Packets were enclosed in envelopes with the names and known addresses printed on them. On June 22, 2021, the Notice Packets mailing was completed via U.S. First-Class. The Notice Packets denoted an objection and request for exclusion deadline of August 6, 2021.

7. As of the date of this declaration, twenty (20) Notice Packets were returned to our office by the U.S. Post Office. For nineteen (19) Notice Packets, CPT was able to perform a Skip Trace to locate a better address using Accurint, one of the of the most comprehensive address databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records and a variety of other national databases. As a result of either Skip Trace, or request from Counsel or Class Members, a total of fourteen (14) Notice Packets have been re-mailed to date. As of the date of

1 this declaration, CPT reports that there are seven (7) undeliverable Notice Packets, as no better address
2 was provided from the Post Office nor obtained through Skip Trace.

3 8. As of the date of this declaration, CPT has received one (1) Class Member workweek
4 dispute. This workweek dispute was forwarded to both Parties. Defendant and Defendant's counsel
5 reviewed this person's records, investigated, and confirmed that this individual previously participated
6 in two prior Settlements (Aguila v. Williams-Sonoma, Inc. and Ayala v. Williams-Sonoma, Inc.).
7 Pursuant to Page 4 of the Settlement Agreement for this matter, Class Members' workweeks from those
8 settlements were to be excluded from their workweeks number for this matter. Therefore, the workweek
9 dispute is confirmed to be invalid and the workweeks number per the class data provided was confirmed
10 to be correct. As such, there are zero valid (0) workweeks disputes in this Settlement to date.

11 9. As of the date of this declaration, CPT has not received any objections to the Settlement.
12 As such, there are zero (0) objections to the Settlement to date.

13 10. As of the date of this declaration, CPT, Counsel and the Court have received two (2)
14 written requests for exclusion from the Settlement. As such, there are two (2) requests for exclusion to
15 date. Therefore, CPT will report that a total of nine hundred ninety-four (994) Participating Class
16 Members will be issued an Individual Settlement Payment, which represents a 99.83% participation
17 rate.

18 11. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to
19 calculate the Individual Settlement Payment amount for each Participating Class Member. The Net
20 Settlement Amount is calculated as set forth below:

Total Maximum Settlement Amount	\$1,824,000.00
Less Attorneys' Fees (Requested)	-\$608,000.00
Less Actual Attorneys' Costs (Requested)	-\$14,721.14
Less Service Award to Plaintiff (Requested)	-\$10,000.00
Less Settlement Administration Costs	-\$10,500.00
<u>Less PAGA Penalties to the LWDA</u>	<u>\$37,500.00</u>
Net Settlement Amount	\$1,143,278.86

12. As of the date of this declaration, the average pretax Individual Settlement Payment amount is estimated to be \$1,150.18 and the highest pretax payment amount is estimated to be \$3,344.91, prior to the deduction of the employee's share of state and federal taxes. Pursuant to the Settlement Agreement, Defendant will separately pay its share of taxes. The Participating Class Members worked a combined total of 85,791.00 workweeks during the Class Period, resulting in a per work week value of \$13.33.

13. CPT will charge a total of \$10,500.00 in costs associated with the administration of the Settlement, including the work previously performed and the remainder of the outstanding work, including issuing payments and processing any uncashed checks.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this 24th day of August 2021, at Irvine, California.

Daniel La

Digitally signed by Daniel La
DN: cn=Daniel La, o, ou=CPT,
email=daniel@cptgroup.com,
c=US
Date: 2021.08.24 12:00:20 -07'00'

DANIEL P. LA

Exhibit A

NOTICE OF SETTLEMENT OF CLASS ACTION

Yvonne Labra v. Sutter Street Manufacturing, Inc. et al.
Superior Court of the State of California, County of Los Angeles
Case No. 20STCV18751

To: All current and former non-exempt employees employed by Sutter Street Manufacturing, Inc., and/or Williams-Sonoma, Inc. (the “Company”) at warehouses and/or manufacturing facilities in California at any time between May 15, 2016 and March 6, 2021 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on September 23, 2021 to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement you are estimated to

CPT ID: «ID»

«EmployeeName»

«Address1» «Address2»

«City», «State» «Zip»

Please provide current address (if different) here:

receive approximately «EstAmount» as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of eligible weeks you worked at the Company in California between May 15, 2016 and March 6, 2021 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you may “opt-out” of the settlement. If you choose to opt-out, you must submit a Request for Exclusion by August 6, 2021 (see Section V for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment, but you will preserve your right to pursue the Released Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.
OBJECT	If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by August 6, 2021 (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Work Weeks listed above is incorrect, you may contact the Settlement Administrator to dispute your Work Week calculation (see Section IV for more details on how to dispute your Work Weeks). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Work Week calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Labra v. Sutter Street Manufacturing, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV18751 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company's records show that you were employed at one or more of its warehouses and/or manufacturing facilities in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between May 15, 2016 and March 6, 2021 ("Class Period"). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Company at a warehouse and/or manufacturing facility as a non-exempt employee in California during the Class Period and not covered by a prior settlement, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On May 15, 2020, Plaintiff and Class Representative Yvonne Labra, through her attorneys ("Class Counsel"), filed a class and representative action complaint against the Company for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by the Company in California at any time since May 15, 2016. Plaintiff alleges that the Company violated various Labor Code sections by failing to pay wages for all hours worked, provide all required meal and rest breaks, timely pay final wages, provide accurate and complete wage statements, provide suitable seating, and other related claims.

The Company has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, the Company is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. The Company has agreed to settle the case as part of a compromise with Plaintiff.

The Court has not ruled on the merits of Plaintiff's claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm's length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the Class' attorneys?

<u>Attorneys for the Class Members:</u>	
Brian Mankin, Esq. <i>brian@lmlfirm.com</i> Peter Carlson, Esq. <i>peter@lmlfirm.com</i> Lauby Mankin Lauby LLP 4590 Allstate Drive Riverside, CA 92501 Tel: (951) 320-1444	Mehrdad Bokhour, Esq. <i>mehrdad@bokhourlaw.com</i> Bokhour Law Group, P.C. 1901 Avenue of the Stars, Ste 450 Los Angeles, CA 90067 Tel: (310) 975-1493

IV. What are the terms of the Settlement?

On May 21, 2021, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company at warehouses and/or manufacturing facilities in California between May 15, 2016 and March 6, 2021 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, (“Participating Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against the Company.

Without admitting any wrongdoing, the Company has agreed to pay \$1,824,000 (the “Total Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Total Maximum Settlement Amount:

Settlement Administration Costs. The Court has approved CPT Group to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$10,500 will be paid from the Total Maximum Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. \$50,000 of the Total Maximum Settlement Amount will be allocated to Plaintiff’s claim under the Private Attorneys General Act of 2004 (“PAGA”). Of this amount, \$37,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$12,500 will be included in the Net Settlement Amount to be divided between all Class Members.

Service Payment to Class Representative. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$10,000 to Yvonne Labra to compensate her for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also may receive a share of the Settlement as a Class Member.

Attorneys’ Fees and Costs. Class Counsel, which includes two law firms (Lauby Mankin Lauby LLP and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Total Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of one-third (\$608,000) of the common fund Total Maximum Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel will split the fees award equally. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Total Maximum Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately «EstAmount». Compensable work weeks will be all Work Weeks worked by the Settlement Class Members during the Class Period at the Company’s warehouses and/or manufacturing facilities in California, excluding leaves of absence and Excluded Work Weeks. An Excluded Workweek is any work week during the Class Period in which a Settlement Class Member was also a member of a different settlement class, and as a result, is not credited with a work week due to having released applicable claims in any of the following cases: *Anaya/Aguilar v. Williams-Sonoma, Inc. et al.* (Los Angeles Superior Court, Case No. BC562546); and *Ayala v. Williams-Sonoma, Inc.* (Los Angeles Superior Court, Case No. BC692815).

To calculate each Individual Settlement Payment, the Settlement Administrator will divide the total Work Weeks of all Settlement Class Members into the Net Settlement Amount to determine a per “Work Week Value”. The Workweek Value will be multiplied by the number of Work Weeks worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

For each Settlement Class Member, the Weeks Worked at the Company during the Class Period will be calculated from Company’s records. Company’s records indicate that you worked for «**RoundedWorkweeks**» **Work Weeks** at warehouses and/or manufacturing facilities in California during the Class Period of May 15, 2016, through March 6, 2021. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before August 6, 2021, with documentation to establish the number of weeks you claim to have actually worked for Company at warehouses and/or manufacturing facilities in California between May 15, 2016 and March 6, 2021 (excluding any Excluded Work Weeks and leaves of absence). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. Thirty percent (30%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining seventy percent (70%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, it will be reported on IRS Form 1099 as income. Participating Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Company and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Participating Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement and enters Judgment, and the Company funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company. Specifically, the Participating Class Members will fully release and discharge the Defendants and their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations, subsidiaries, divisions, affiliates, attorneys, successors and assigns, of all claims, demands, rights, liabilities, and causes of action that were or could have been pleaded under local, state or federal law arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Complaint against Defendants for the duration of the Class Period, including but not limited to claims related to unpaid wages and overtime compensation, meal and rest break violations, untimely final paychecks, inaccurate itemized wage statements, unfair and unlawful business practices, and failure to provide suitable seating and for civil penalties under the Private Attorney General Act related to the claims above. In addition, each Participating Class Member who cashes their Individual Settlement Payment check shall be deemed to have released claims alleged in the operative complaint or that could have been alleged based on the facts therein under the Fair Labor Standards Act. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing these Released Claims shall be at any time from May 15, 2016 and March 6, 2021 ("Release Period").

Waiver of Labor Code Section 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendants and the Defendants will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a "Request for Exclusion from the Class Action Settlement" letter/card postmarked no later than August

6, 2021 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE LABRA v. SUTTER STREET LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, *Labra v. Sutter Street Manufacturing, Inc., et al.*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606, **postmarked no later than August 6, 2021**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object, you must submit a written objection stating your full name, address, telephone number, dates of employment at the Company, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, *Labra v. Sutter Street Manufacturing, Inc., et al.*, c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606, **by no later than August 6, 2021**. Objections that do not include all required information, or that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for September 23, 2021, at 10:00 a.m. in Department SS11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before August 6, 2021. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Service Payment to the Class Representative on September 23, 2021 at 10:00 a.m. in Department SS11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. To confirm the date and location of the hearing, please visit the Court website below and enter the case number (20STCV18751):

<http://www.lacourt.org/CaseSummary/UI/index.aspx?casetype=civil>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

IX. Court's Social Distancing Guidelines.

Please be advised that the Court has imposed social distancing guidelines for attendance at hearings and reviewing court files. Based on current conditions, including but not limited to, the spread of COVID-19 disease, the state of emergency having been declared by Governor Gavin Newson, the need for social distancing, Class Members are encouraged to appear remotely via LACourtConnect which can be arranged at <http://www.lacourt.org/lacc/> or by contacting the Judicial Assistant in Department 11 for further instructions.

X. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is **August 6, 2021**. The deadline for mailing an objection to the Settlement Administrator is **August 6, 2021**. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**