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Attorneys for Plaintiff and the Class
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

GENNIFER MANZO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MCDONALD'S RESTAURANTS OF
CALIFORNIA INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 1:20-cv-01175-HBK

**DECLARATION OF LARRY W. LEE
IN SUPPORT OF RENEWED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

Date: February 16, 2022
Time: 2:00 p.m.
Courtroom: Yosemite Courthouse
Magistrate Judge: Hon. Helena M.
Barch-Kuchta

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Attorneys for Plaintiff and the Class

DECLARATION OF LARRY W. LEE

I, Larry W. Lee, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Named Plaintiff Gennifer Manzo (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. In light of this Court’s January 12, 2022 Order (“Order”) (Doc. No. 22), Plaintiff and Defendant have entered into an amendment to the Settlement Agreement (“Amendment”), which amends various terms of the Settlement Agreement that the Court addressed in its Order. Similarly, the Parties have also revised proposed Class Notice to address the issues identified in the Order. Attached hereto as Exhibit 1 is a true and correct copy of the Amendment, which includes a copy of the revised proposed Class Notice as Exhibit A to the Amendment. A redline version of the revisions made to the proposed Class Notice is attached as Exhibit 2 herewith.

3. Concurrent with the filing of this Renewed Motion, my office has also uploaded the Amendment to the California Labor & Workforce Development Agency pursuant to California Labor Code § 2699.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 18, 2022 at Los Angeles, California.

/s/ Larry W. Lee
Larry W. Lee

EXHIBIT 1

This First Amendment (“First Amendment”) to the Class Action Settlement and Release (“Settlement Agreement”) is made and entered by Plaintiff Gennifer Manzo (“Plaintiff”) on behalf of herself, the Settlement Class, and the State of California Labor and Workforce Development Agency (“LWDA”), on the one hand, and Defendant McDonald’s Restaurants of California, Inc. (“McDonald’s” and “Defendant”) on the other hand. (Plaintiff and Defendant collectively the “Parties”), through the Parties’ respective counsel pursuant to Paragraph 12.4 of the Settlement Agreement.¹

WHEREAS, on January 12, 2022, the Court issued an Order Denying Preliminary Approval of Class Action and PAGA Settlement Without Prejudice (“Order”) (Doc. No. 22);

WHEREAS, the Order asks the Parties to correct Paragraph 3.1 of Settlement Agreement (Order at 5:2-4);

WHEREAS, the Order asks the Parties to clarify the “proportionate share” of the PAGA allocation and Net Settlement Amount that class members will receive under Paragraphs 9.2 and 9.3 of the Settlement Agreement (Order at 5:18-6:4); and

WHEREAS, the Order notes minor deficiencies in the proposed Class Notice (Order 6:13-7:7);

NOW THEREFORE, the Parties agree to amend the Settlement Agreement as follows:

1. Paragraph 3.1 of the Settlement Agreement is hereby amended and replaced with the following language:

“The total amount Defendant will pay in consideration of the Settlement and dismissal with prejudice and release of all individual, class, and representative claims brought by Plaintiff, including all claims alleged or that could have been alleged in the operative complaint, is \$2,000,000.00 (“Gross Settlement Amount”). This Gross Settlement Amount includes all payments to the Settlement Class members, named Plaintiff, Class Counsels’ attorneys’ fees and costs, PAGA penalties, taxes, and the costs of settlement administration. Under no circumstances, will McDonald’s or any Released Party be required to pay anything more than the Gross Settlement Amount, except that if the actual number of wage statements containing daily, weekly, or seventh day premium overtime furnished to these groups exceeds 57,000 during the periods defined above in Paragraphs 2.23.1 and 2.23.2, through June 30, 2021, the Gross Settlement Amount will increase proportionally on a per wage statement basis for the number of wage statements in excess of 57,000.”

2. Paragraph 9.2 and 9.3 of the Settlement Agreement is hereby amended and replaced with the following language:

¹ Unless otherwise specified, this First Amendment adopts all defined terms from the Settlement Agreement.

“9.2 Each Settlement Class Member shall receive their proportionate share of the **PAGA Allocation**, which shall be calculated by dividing the number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages that that Settlement Class Member received during their applicable Subclass Class Period (“Qualifying Wage Statements”) by the total number of Qualifying Wage Statements received by both Subclasses, with the resulting percentage multiplied against the **PAGA Allocation amount**.

9.2.1 [Deleted]

9.2.2 [Deleted]

9.3 Each Settlement Class Member who does not request exclusion (“Remaining Settlement Class Members”) shall be paid their proportionate share of the **Net Settlement Amount**, which shall be calculated by dividing the number of Qualifying Wage Statements received by that Remaining Settlement Class Member by the total number of Qualifying Wage Statements received by all Remaining Settlement Class Members in both Subclasses, with the resulting percentage multiplied against the **Net Settlement Amount**.

9.3.1 [DELETED]

9.3.2 [DELETED]”

3. Exhibit A to the Settlement Agreement (Notice of Class Action and PAGA Settlement) is replaced with the attached Exhibit A.

IT IS SO AGREED.

Dated: January 18, 2022

By: 
Larry W. Lee
Attorneys for Plaintiff

Dated: January 18, 2022

By: 
Kelsey Israel-Trummel
Attorneys for Defendant

EXHIBIT A

Gennifer Manzo v. McDonald's Restaurants of California, Inc.
U.S. District Court for the Eastern District of California, Case No. 1:20-cv-01175-HBK

To: All current and former hourly paid or non-exempt individuals employed by McDonald's Restaurants of California, Inc. ("McDonald's") in California at any time from April 6, 2019 through [date of Preliminary Approval] and who were paid any overtime wages and/or MQI True Up wages at any time from April 6, 2019, through [date of Preliminary Approval] **AND**

All current and former hourly paid or non-exempt individuals employed by McDonald's Restaurants of California, Inc. ("McDonald's") in California at any time from June 2, 2020 through [date of preliminary approval], and who were paid any overtime wages and/or MQI True Up wages at any time from June 2, 2020 through [date of Preliminary Approval]

If you fit the description above, you have received this Notice because McDonald's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

If you want to participate in this class action settlement, no action is required. You will be automatically included in the Settlement and will receive a settlement payment, if the Court grants final approval to the Settlement. If you do NOT want to participate in the Settlement, then you must take action by [Response Deadline], as described below.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THIS PROPOSED CLASS ACTION SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	To receive your Individual Settlement Payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement and final judgment is entered. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You may request to be excluded from the Settlement, if you do not wish to participate in the Settlement. If you request exclusion, you will not receive an Individual Settlement Payment under the Settlement. This is the only option that allows you to pursue your own claims (in your own lawsuit) against McDonald's about the legal claims in this case. If you want to exclude yourself from the Settlement, you must follow the instructions in Section VIII.B and submit your request for exclusion to the Settlement Administrator no later than [Response Deadline]. Untimely requests for exclusion will be rejected.
OBJECT TO THE SETTLEMENT	Submit written objections no later than [Response Deadline] if you think the Settlement is not fair. See paragraph X for instructions on how to object to the Settlement.
GO TO A HEARING	Ask to speak in Court about why you think the Settlement is not fair, which may be done remotely or in person. It is not necessary for you to appear at hearing, although you may appear if you wish to.

California law strictly prohibits retaliation for participating or electing not to participate in this Settlement. McDonald's 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.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Gennifer Manzo (“Plaintiff”) and Defendant McDonald’s Restaurants of California, Inc. (“Defendant” or “McDonald’s”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the case entitled *Gennifer Manzo v. McDonald’s Restaurants of California, Inc.*, U.S. District of California for the Eastern District of California Case No. 1:20-cv-01175-HBK (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the Settlement.

I. IMPORTANT DEFINITIONS

“**Settlement Class**” means the following Sub Classes: (i) the “June 2, 2020 Settlement Subclass” which consists of all California non-exempt employees who received wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages at any time from June 2, 2020 through the Preliminary Approval Date (“June 2, 2020 Subclass Class Period”) and who were subject to the class settlement reached in *Sanchez v. McDonald’s Restaurants of Cal., Inc.*, Los Angeles County Superior Court Case No. BC499888; and/or (ii) the “April 6, 2019 Settlement Subclass” which consists of all California non-exempt employees who received wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages at any time from April 6, 2019 through the Preliminary Approval Date (“April 6, 2019 Subclass Class Period”), and who were not subject to the class settlement reached in *Sanchez v. McDonald’s Restaurants of Cal., Inc.*, Los Angeles County Superior Court Case No. BC499888.

“**Settlement Class Member**” means a member of one of the June 2, 2020 Settlement Subclass or the April 6, 2019 Subclass. Each individual can only be a member of one subclass, and not both.

II. WHY DID I GET THIS NOTICE?

According to McDonald’s records, you are a Settlement Class Member.

A Court authorized this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the Action, the terms of the Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”), your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

On [DATE], 2021, the Court preliminarily approved the Settlement of the Action and directed you to receive this Notice. The Court will hold a Final Approval Hearing on _____, 2021 at _____ a.m., in Department __ of the U.S. District Court for the Eastern District of California, Yosemite Courthouse, located at 9004 Castle Cliffs Court, Yosemite Valley California 95389. The Final Approval Hearing may be continued to another date without further notice.

III. BACKGROUND OF THE ACTION

On August 20, 2020, former employee Gennifer Manzo (“Plaintiff”) filed the Action against McDonald’s, asserting class and representative claims on behalf of herself and proposed classes consisting of all “past and present non-exempt California employees who worked for Defendant and were paid any overtime wages at any time from April 6, 2019, through the present” and all “past and present non-exempt California employees who worked for Defendant [and] were paid any MQI True Up wages at any time from April 6, 2019, through the present.” Plaintiff asserts two causes of action: (1) violation of Cal. Labor Code §226 (failure to provide accurate wage statements) and (2) violation of Cal. Labor Code §§ 2698, et seq. (“PAGA”).

McDonald’s denies all allegations in the Action and contends it complied with the California Labor Code and all other applicable laws. The Settlement is not an admission of any wrongdoing by McDonald’s or an indication any law was violated. The Court has not ruled on the merits of the claims asserted in the Action. 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.

The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Gennifer Manzo as representative of the Settlement Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Settlement Class (“Class Counsel”):

Larry Lee
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William Marder
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Edward Choi
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515 S. Figueroa St., Ste. 1250
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IV. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or McDonald's. There was no trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Plaintiff and McDonald's have concluded that it is in their respective best interests and the interests of the Settlement Class Members to settle the Action on the terms summarized in this Notice.

This Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Action. The Class Representative, Class Counsel, and McDonald's support this Settlement. Among the reasons for support are the defenses to liability potentially available to McDonald's, the inherent risk of trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Settlement Class Members under the Settlement. If you are a Settlement Class Member, you do not need to take any action to receive an Individual Settlement Payment (explained further below). But you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the qualifying wage statements credited to you, if you so choose, as explained more fully in Section VIII below.

V. SUMMARY OF THE PROPOSED SETTLEMENT

If the Court grants final approval of the settlement, McDonald's will pay \$2,000,000 (referred to as the "Gross Settlement Payment"). The Parties agreed to the following payments from the Gross Settlement Payment, subject to court approval:

Penalties to the California Labor Workforce and Development Agency. The amount of \$100,000 from the Gross Settlement Payment will be allocated to Plaintiff's claims for penalties under PAGA. Of this amount, 75% (or \$75,000) will be paid to the California Labor Workforce Development Agency ("LWDA Payment") and the remaining 25% (or \$25,000) will be distributed to the Settlement Class Members proportionally according to the formula set forth in the Settlement Agreement (collectively, "PAGA Payments").

Attorneys' Fees and Costs. Class Counsel have been prosecuting the lawsuit on behalf of the Settlement 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. Class Counsel will ask for fees of up to \$666,666.67, and litigation costs not to exceed \$30,000 (together, "Class Counsel Award"). The Court will determine the actual amount awarded to Class Counsel as attorneys' fees and costs, which will be paid from the Gross Settlement Payment.

Service Award to the Class Representative. Class Counsel will ask the Court to award a service payment of \$10,000 to Plaintiff Gennifer Manzo ("Service Award") as compensation for her work and effort in prosecuting this case, for undertaking the risks of payment of costs in the event of an unsuccessful outcome of this case, and releasing her claims. The Service Award, if approved by the Court, will be paid to the Class Representative in addition to the Individual Settlement Payment to which she is entitled under the Settlement.

Settlement Administrator Expenses. The total costs, expenses, and fees of the Settlement Administrator ("Settlement Administrator Expenses") will be paid from the Gross Settlement Amount, which amount is not to exceed \$30,000.00.

Net Settlement Amount. The "Net Settlement Amount" is the amount available for payment to Settlement Class Members who do not submit timely and valid requests for exclusion from the Settlement ("Remaining Settlement Class Members") and is the remaining portion of the Gross Settlement Payment after subtracting the amounts approved by the Court for Class Counsel Award, Service Award, Settlement Administrator Expenses, and the LWDA Payment. The Net Settlement Amount is estimated to be \$_____.

Individual Settlement Shares. Each Settlement Class Member who does not request exclusion ("Remaining Settlement

Class Members”) shall be paid their proportional share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of qualifying wage statements they received during their applicable Subclass Class Period. The calculation of each Remaining Settlement Class Member’s proportionate share shall be done by dividing the number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages that that Remaining Settlement Class Member received during their applicable Subclass Class Period (“Qualifying Wage Statements”) by the total number of Qualifying Wage Statements of received by all Remaining Settlement Class Members in both subclasses, with the resulting percentage multiplied against the Net Settlement Amount.

April 6, 2019 Subclass: The number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages received by the Remaining Settlement Class Member at any time during the April 6, 2019 Subclass Class Period divided by the total number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages received by all Remaining April 6, 2019 Settlement Class Members during the April 6, 2019 Subclass Class Period.

June 2, 2020 Subclass: The number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages received by the Remaining Settlement Class Member at any time during the June 2, 2020 Subclass Class Period divided by the total number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages received by all Remaining June 2, 2020 Settlement Class Members during the June 2, 2020 Subclass Class Period.

Your estimated Individual Settlement Share is listed in Section VI below. Remaining Settlement Class Members will be issued payment of their final Individual Settlement Share. A claim form is not required.

One hundred percent (100%) of each Individual Settlement Payment shall be issued as penalties, which shall be reported on an IRS 1099 form. The Settlement Administrator, McDonald’s and its counsel, Plaintiff and Class Counsel, and the Court cannot provide you with tax advice. Accordingly, you should consult with your tax advisor concerning the tax consequences and treatment of payments under this Settlement.

No payments to the Class Representative, Settlement Class Members, Remaining Settlement Class Members, Class Counsel, or the State of California will be made until after the Effective Date as defined in the Settlement Agreement. After the Effective Date, Individual Settlement Shares and PAGA Payments will be mailed to Remaining Settlement Class Members and/or Settlement Class Members, as applicable, 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.**

VI. WHAT IS MY INDIVIDUAL SETTLEMENT SHARE?

Your Individual Settlement Share is based the number of qualifying wage statements you received as an hourly paid or non-exempt employee of McDonald’s in California.

A. Your Qualifying Wage Statements Based on Defendant’s Records

According to Defendant’s records:

From **[April 6, 2019 or June 2, 2020]** through **[Preliminary Approval]**, you received ___ qualifying wage statements.

If you wish to challenge the number of qualifying wage statements credited to you, you must submit a written, signed challenge (“Dispute”), along with any supporting documents to the Settlement Administrator. The Dispute must contain (a) your full name, address, telephone number, and the last four digits of your Social Security Number; (b) clearly state that you dispute the number of qualifying wage statements credited to you and identify the number of qualifying wage statements you contend should be credited to you; (c) include information and/or attach any documentation demonstrating that the number of wage statements that you contend should be credited to you is correct; and (d) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

B. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of qualifying wage statements credited to you.

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

VII. WHAT AM I GIVING UP TO GET A SETTLEMENT PAYMENT?

If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will bind all Settlement Class Members who have not timely opted out of the Settlement, and will bar all such class members from bringing certain claims against McDonald's as described below. Specifically, you will be giving up or "releasing" the claims described below:

Release of Claims:

June 2, 2020 Subclass Released Claims. All June 2, 2020 Settlement Subclass Members who have not been excluded from the Settlement Class, individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, past or present, fully and without limitation release and discharge each and all of the Released Parties from any and all claims for damages and/or penalties for alleged violations of Section 226 of the California Labor Code and for penalties under Section 2698, *et seq.* premised upon violation of Labor Code § 226 for the time period of June 2, 2020, through June 30, 2021, except that the release for claims relating to the display of MQI True Up shall extend through the date the Court grants final approval of the Settlement. This release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or by Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims, except to the extent otherwise specified in the Agreement.

April 6, 2019 Subclass Released Claims. All April 6, 2019 Settlement Subclass Members who have not been excluded from the Settlement Class, individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, past or present, fully and without limitation release and discharge each and all of the Released Parties from any and all claims for damages and/or penalties for alleged violations of Section 226 of the California Labor Code and for penalties under Section 2698, *et seq.* premised upon violation of Labor Code § 226 for the time period of April 6, 2019, through June 30, 2021, except that the release for claims relating to the display of MQI True Up shall extend through the date the Court grants final approval of the Settlement. This release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or by Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims, except to the extent otherwise specified in the Agreement.

"Released Parties" means Defendant McDonald's Restaurants of California, Inc. and its present and former parents, owners, subsidiaries and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys, insurers, and agents and any other successors, assigns, affiliates, or legal representatives and any individual or entity who or which could be jointly liable with McDonald's and all persons or entities acting by, through, under, or in concert with any of them. Released Parties does not include any franchisees, or independent McDonald's restaurants not operated by McDonald's Restaurants of California, Inc.

The information provided in this Class Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all such terms, including the releases that will bind you as a class member if you do not opt out, are set forth fully in the Settlement Agreement that is on file with the Court and also can be found at [www.\[REDACTED\]](#). If the settlement is not approved by the Court or does not become final for some other reason, the litigation against McDonald's will continue.

VIII. WHAT ARE YOUR RIGHTS AND OPTIONS AS A SETTLEMENT 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.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section VII above. As a Settlement Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Exclude Yourself from the Settlement

If you wish to pursue a separate lawsuit against McDonald's for the claims asserted in this Action, or if you do not want to participate in the Settlement for other reasons, you must submit a written letter to the Settlement Administrator asking to exclude yourself or "opt out" of the Settlement.

A request for exclusion must: (a) state your full name, address, and telephone number; (b) contain a statement clearly indicating that you wish to be excluded from the Settlement; (c) be signed by you; and (d) be submitted to the Settlement Administrator by mail, postmarked no later than [Exclusion/Written Objection Deadline], at the following mailing address:

[Settlement Administrator]

[Mailing Address]

[Fax Number]

No requests for exclusion postmarked after [Response Deadline] will be valid. Requests to opt out that do not include all required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Settlement Class Member who submits a valid and timely request for exclusion will not be entitled to receive an Individual Settlement Payment from the Settlement, will not be bound by the non-PAGA portion of the Settlement (and the release of non-PAGA claims described in Section VII above), and will not have any right to object to, appeal, or comment on the Settlement. Notwithstanding the submission of a timely and proper request for exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA Claims under the Final Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009) as requests for exclusion do not apply to the PAGA Claims.

Any Settlement Class Members who do not submit a valid and timely request for exclusion will be deemed Remaining Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section VII above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court you don't agree with the Settlement or some part of it as long as you have not submitted a request for exclusion from the Settlement. The Court will consider your views, but can only approve or deny the Settlement and cannot change the terms of the Settlement. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. If you chose to appear at the final settlement hearing, you may do so either in person or remotely.

A written objection must contain at least the following: (i) your full name, address, telephone, and signature; (ii) a clear reference to the Action (*Gennifer Manzo v. McDonald's Restaurants of California, Inc.*, U.S. District of California for the Eastern District of California Case No. 1:20-cv-01175-HBK); (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether you intend to appear at the Final Approval Hearing, either in person, remotely, or through counsel and, if through counsel, a statement identifying your counsel by name, bar number, address, and telephone number. All objections must be signed by you, even if you are represented by counsel.

Written objections must be mailed to the Settlement Administrator at the address listed in Section VIII.B above, postmarked **no later than [Response Deadline]**.

IX. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on _____, 2021 at _____ a.m., in Department __ of the U.S. District Court for the Eastern District of California, Yosemite Courthouse, located at 9004 Castle Cliffs Court, Yosemite Valley California 95389, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The

Court also will be asked to approve and award the Class Counsel Award and Service Award to Plaintiff.

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

X. ADDITIONAL INFORMATION

A complete copy of the Settlement Agreement and this Notice are available at [www. \[redacted\]](http://www. [redacted]). This website will be updated periodically to update the Class on any developments in the case.

If you have questions about the Settlement or would like more information, you should contact the Settlement Administrator, _____, at: [\[name, address, and contact information\]](#)

You may also contact the Class Counsel listed below:

Larry Lee
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515 S. Figueroa St., Ste. 1250
Los Angeles, California 90071
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Dennis Hyun
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Telephone: (213) 381-1515

PLEASE DO NOT CONTACT THE COURT OR MCDONALD'S COUNSEL ABOUT THIS NOTICE

EXHIBIT 2

Gennifer Manzo v. McDonald's Restaurants of California, Inc.
U.S. District Court for the Eastern District of California, Case No. 1:20-cv-01175-~~NONE~~-HBK

To: All current and former hourly paid or non-exempt individuals employed by McDonald's Restaurants of California, Inc. ("McDonald's") in California at any time from April 6, 2019 through [date of Preliminary Approval] and who were paid any overtime wages and/or MQI True Up wages at any time from April 6, 2019, through [date of Preliminary Approval] **AND**

All current and former hourly paid or non-exempt individuals employed by McDonald's Restaurants of California, Inc. ("McDonald's") in California at any time from June 2, 2020 through [date of preliminary approval], and who were paid any overtime wages and/or MQI True Up wages at any time from June 2, 2020 through [date of Preliminary Approval]

If you fit the description above, you have received this Notice because McDonald's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

If you want to participate in this class action settlement, no action is required. You will be automatically included in the Settlement and will receive a settlement payment, if the Court grants final approval to the Settlement. If you do NOT want to participate in the Settlement, then you must take action by [Response Deadline], as described below.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THIS PROPOSED CLASS ACTION SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	To receive your Individual Settlement Payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement and final judgment is entered. <i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You may request to be excluded from the Settlement, if you do not wish to participate in the Settlement. If you request exclusion, you will not receive an Individual Settlement Payment under the Settlement. This is the only option that allows you to pursue your own claims (in your own lawsuit) against McDonald's about the legal claims in this case. If you want to exclude yourself from the Settlement, you must follow the instructions in Section VIII.B and submit your request for exclusion to the Settlement Administrator no later than [Response Deadline]. Untimely requests for exclusion will be rejected.
OBJECT TO THE SETTLEMENT	Submit written objections no later than [Response Deadline] if you think the Settlement is not fair. See paragraph X for instructions on how to object to the Settlement.
GO TO A HEARING	Ask to speak in Court about why you think the Settlement is not fair, <u>which may be done remotely or in person</u> . It is not necessary for you to appear at hearing, although you may appear if you wish to.

California law strictly prohibits retaliation for participating or electing not to participate in this Settlement.

McDonald's 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.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Gennifer Manzo ("Plaintiff") and Defendant McDonald's Restaurants of California, Inc. ("Defendant" or "McDonald's") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Gennifer Manzo v. McDonald's Restaurants of California, Inc.*, U.S. District of California for the Eastern District of California Case No. 1:20-cv-01175-~~NONE~~-HBK ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

I. IMPORTANT DEFINITIONS

"Settlement Class" means the following Sub Classes: (i) the "June 2, 2020 Settlement Subclass" which consists of all California non-exempt employees who received wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages at any time from June 2, 2020 through the Preliminary Approval Date ("June 2, 2020 Subclass Class Period") and who were subject to the class settlement reached in *Sanchez v. McDonald's Restaurants of Cal., Inc.*, Los Angeles County Superior Court Case No. BC499888; and/or (ii) the "April 6, 2019 Settlement Subclass" which consists of all California non-exempt employees who received wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages at any time from April 6, 2019 through the Preliminary Approval Date ("April 6, 2019 Subclass Class Period"), and who were not subject to the class settlement reached in *Sanchez v. McDonald's Restaurants of Cal., Inc.*, Los Angeles County Superior Court Case No. BC499888.

"Settlement Class Member" means a member of one ~~or both~~ of the June 2, 2020 Settlement Subclass ~~and~~ or the April 6, 2019 Subclass. Each individual can only be a member of one subclass, and not both.

II. WHY DID I GET THIS NOTICE?

According to McDonald's records, you are a Settlement Class Member.

A Court authorized this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the Action, the terms of the Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement"), your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

On [DATE], 2021, the Court preliminarily approved the Settlement of the Action and directed you to receive this Notice. The Court will hold a Final Approval Hearing on _____, 2021 at _____ a.m., in Department __ of the U.S. District Court for the Eastern District of California, Yosemite Courthouse, located at 9004 Castle Cliffs Court, Yosemite Valley California 95389. The Final Approval Hearing may be continued to another date without further notice.

III. BACKGROUND OF THE ACTION

On August 20, 2020, former employee Gennifer Manzo ("Plaintiff") filed the Action against McDonald's, asserting class and representative claims on behalf of herself and proposed classes consisting of all "past and present non-exempt California employees who worked for Defendant and were paid any overtime wages at any time from April 6, 2019, through the present" and all "past and present non-exempt California employees who worked for Defendant [and] were paid any MQI True Up wages at any time from April 6, 2019, through the present." Plaintiff asserts two causes of action: (1) violation of Cal. Labor Code §226 (failure to provide accurate wage statements) and (2) violation of Cal. Labor Code §§ 2698, et seq. ("PAGA").

McDonald's denies all allegations in the Action and contends it complied with the California Labor Code and all other applicable laws. The Settlement is not an admission of any wrongdoing by McDonald's or an indication any law was violated. The Court has not ruled on the merits of the claims asserted in the Action. 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.

The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Gennifer Manzo as representative of the Settlement Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Settlement Class ("Class Counsel"):

Larry Lee
Diversity Law Group APC
515 S. Figueroa St., Ste. 1250 --
Los Angeles, California 90071
Telephone: (213) 488-6555

William Marder
Polaris Law Group LLP
501 San Benito Street, Ste. 200 --
Hollister, CA 95023
Telephone: (831) 531-4214

Dennis Hyun
Hyun Legal APC
515 S. Figueroa St., Ste. 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

Edward Choi
Law Offices of Choi & Associates
515 S. Figueroa St., Ste. 1250
Los Angeles, California 90071
Telephone: (213) 381-1515

IV. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or McDonald's. There was no trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Plaintiff and McDonald's have concluded that it is in their respective best interests and the interests of the Settlement Class Members to settle the Action on the terms summarized in this Notice.

This Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Action. The Class Representative, Class Counsel, and McDonald's support this Settlement. Among the reasons for support are the defenses to liability potentially available to McDonald's, the inherent risk of trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Settlement Class Members under the Settlement. If you are a Settlement Class Member, you do not need to take any action to receive an Individual Settlement Payment (explained further below). But you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the qualifying wage statements credited to you, if you so choose, as explained more fully in Section VIII below.

V. SUMMARY OF THE PROPOSED SETTLEMENT

If the Court grants final approval of the settlement, McDonald's will pay \$2,000,000 (referred to as the "Gross Settlement Payment"). The Parties agreed to the following payments from the Gross Settlement Payment, subject to court approval:

Penalties to the California Labor Workforce and Development Agency. The amount of \$100,000 from the Gross Settlement Payment will be allocated to Plaintiff's claims for penalties under PAGA. Of this amount, 75% (or \$75,000) will be paid to the California Labor Workforce Development Agency ("LWDA Payment") and the remaining 25% (or \$25,000) will be distributed to the Settlement Class Members proportionally according to the formula set forth in the Settlement Agreement (collectively, "PAGA Payments").

Attorneys' Fees and Costs. Class Counsel have been prosecuting the lawsuit on behalf of the Settlement 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. Class Counsel will ask for fees of up to \$666,666.67, and litigation costs not to exceed \$30,000 (together, "Class Counsel Award"). The Court will determine the actual amount awarded to Class Counsel as attorneys' fees and costs, which will be paid from the Gross Settlement Payment.

Service Award to the Class Representative. Class Counsel will ask the Court to award a service payment of \$10,000 to Plaintiff Gennifer Manzo ("Service Award") as compensation for her work and effort in prosecuting this case, for undertaking the risks of payment of costs in the event of an unsuccessful outcome of this case, and releasing her claims. The Service Award, if approved by the Court, will be paid to the Class Representative in addition to the Individual Settlement Payment to which she is entitled under the Settlement.

Settlement Administrator Expenses. The total costs, expenses, and fees of the Settlement Administrator ("Settlement Administrator Expenses") will be paid from the Gross Settlement Amount, which amount is not to exceed \$30,000.00.

Net Settlement Amount. The "Net Settlement Amount" is the amount available for payment to Settlement Class Members who do not submit timely and valid requests for exclusion from the Settlement ("Remaining Settlement Class Members") and is the remaining portion of the Gross Settlement Payment after subtracting the amounts approved by the Court for Class Counsel Award, Service Award, Settlement Administrator Expenses, and the LWDA Payment. The Net Settlement Amount is estimated to be \$_____.

Individual Settlement Shares. Each Settlement Class Member who does not request exclusion ("Remaining Settlement

Class Members”) shall be paid their proportional share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of qualifying wage statements they received during their applicable Subclass Class Period, as follows:– The calculation of each Remaining Settlement Class Member’s proportionate share shall be done by dividing the number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages that that Remaining Settlement Class Member received during their applicable Subclass Class Period (“Qualifying Wage Statements”) by the total number of Qualifying Wage Statements of received by all Remaining Settlement Class Members in both subclasses, with the resulting percentage multiplied against the Net Settlement Amount.

April 6, 2019 Subclass: The number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages received by the Remaining Settlement Class Member at any time during the April 6, 2019 Subclass Class Period divided by the total number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages received by all Remaining April 6, 2019 Settlement Class Members during the April 6, 2019 Subclass Class Period.

June 2, 2020 Subclass: The number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages received by the Remaining Settlement Class Member at any time during the June 2, 2020 Subclass Class Period divided by the total number of wage statements that included daily, weekly, or seventh day premium overtime and/or MQI True Up wages received by all Remaining June 2, 2020 Settlement Class Members during the June 2, 2020 Subclass Class Period.

Your estimated Individual Settlement Share is listed in Section VI below. Remaining Settlement Class Members will be issued payment of their final Individual Settlement Share. A claim form is not required.

One hundred percent (100%) of each Individual Settlement Payment shall be issued as penalties, which shall be reported on an IRS 1099 form. The Settlement Administrator, McDonald’s and its counsel, Plaintiff and Class Counsel, and the Court cannot provide you with tax advice. Accordingly, you should consult with your tax advisor concerning the tax consequences and treatment of payments under this Settlement.

No payments to the Class Representative, Settlement Class Members, Remaining Settlement Class Members, Class Counsel, or the State of California will be made until after the Effective Date as defined in the Settlement Agreement. After the Effective Date, Individual Settlement Shares and PAGA Payments will be mailed to Remaining Settlement Class Members and/or Settlement Class Members, as applicable, 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.**

VI. WHAT IS MY INDIVIDUAL SETTLEMENT SHARE?

Your Individual Settlement Share is based the number of qualifying wage statements you received as an hourly paid or non-exempt employee of McDonald’s in California.

A. Your Qualifying Wage Statements Based on Defendant’s Records

According to Defendant’s records:

From **[April 6, 2019 or June 2, 2020]** through **[Preliminary Approval]**, you received ___ qualifying wage statements.

If you wish to challenge the number of qualifying wage statements credited to you, you must submit a written, signed challenge (“Dispute”), along with any supporting documents to the Settlement Administrator. The Dispute must contain (a) your full name, address, telephone number, and the last four digits of your Social Security Number; (b) clearly state that you dispute the number of qualifying wage statements credited to you and identify the number of qualifying wage statements you contend should be credited to you; (c) include information and/or attach any documentation demonstrating that the number of wage statements that you contend should be credited to you is correct; and (d) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

B. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of qualifying wage statements credited to you.

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

VII. WHAT AM I GIVING UP TO GET A SETTLEMENT PAYMENT?

If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will bind all Settlement Class Members who have not timely opted out of the Settlement, and will bar all such class members from bringing certain claims against McDonald's as described below. Specifically, you will be giving up or "releasing" the claims described below:

Release of Claims:

June 2, 2020 Subclass Released Claims. All June 2, 2020 Settlement Subclass Members who have not been excluded from the Settlement Class, individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, past or present, fully and without limitation release and discharge each and all of the Released Parties from any and all claims for damages and/or penalties for alleged violations of Section 226 of the California Labor Code and for penalties under Section 2698, *et seq.* premised upon violation of Labor Code § 226 for the time period of June 2, 2020, through June 30, 2021, except that the release for claims relating to the display of MQI True Up shall extend through the date the Court grants final approval of the Settlement. This release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or by Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims, except to the extent otherwise specified in the Agreement.

April 6, 2019 Subclass Released Claims. All April 6, 2019 Settlement Subclass Members who have not been excluded from the Settlement Class, individually and on behalf of their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on their behalf, past or present, fully and without limitation release and discharge each and all of the Released Parties from any and all claims for damages and/or penalties for alleged violations of Section 226 of the California Labor Code and for penalties under Section 2698, *et seq.* premised upon violation of Labor Code § 226 for the time period of April 6, 2019, through June 30, 2021, except that the release for claims relating to the display of MQI True Up shall extend through the date the Court grants final approval of the Settlement. This release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or by Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement of the Action, the administration of such Settlement, and/or the released claims, except to the extent otherwise specified in the Agreement.

"Released Parties" means Defendant McDonald's Restaurants of California, Inc. and its present and former parents, owners, subsidiaries and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys, insurers, and agents and any other successors, assigns, affiliates, or legal representatives and any individual or entity who or which could be jointly liable with McDonald's and all persons or entities acting by, through, under, or in concert with any of them. Released Parties does not include any franchisees, or independent McDonald's restaurants not operated by McDonald's Restaurants of California, Inc.

The information provided in this Class Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all such terms, including the releases that will bind you as a class member if you do not opt out, are set forth fully in the Settlement Agreement that is on file with the Court and also can be found at [www.\[REDACTED\]](#). If the settlement is not approved by the Court or does not become final for some other reason, the litigation against McDonald's will continue.

VIII. WHAT ARE YOUR RIGHTS AND OPTIONS AS A SETTLEMENT 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.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section VII above. As a Settlement Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Exclude Yourself from the Settlement

If you wish to pursue a separate lawsuit against McDonald's for the claims asserted in this Action, or if you do not want to participate in the Settlement for other reasons, you must submit a written letter to the Settlement Administrator asking to exclude yourself or "opt out" of the Settlement.

A request for exclusion must: (a) state your full name, address, and telephone number; (b) contain a statement clearly indicating that you wish to be excluded from the Settlement; (c) be signed by you; and (d) be submitted to the Settlement Administrator by mail, postmarked no later than **[Exclusion/Written Objection Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

[Fax Number]

No requests for exclusion postmarked after **[Response Deadline]** will be valid. Requests to opt out that do not include all required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Settlement Class Member who submits a valid and timely request for exclusion will not be entitled to receive an Individual Settlement Payment from the Settlement, will not be bound by the non-PAGA portion of the Settlement (and the release of non-PAGA claims described in Section VII above), and will not have any right to object to, appeal, or comment on the Settlement. Notwithstanding the submission of a timely and proper request for exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA Claims under the Final Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009) as requests for exclusion do not apply to the PAGA Claims.

Any Settlement Class Members who do not submit a valid and timely request for exclusion will be deemed Remaining Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section VII above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court you don't agree with the Settlement or some part of it as long as you have not submitted a request for exclusion from the Settlement. The Court will consider your views, but can only approve or deny the Settlement and cannot change the terms of the Settlement. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. If you chose to appear at the final settlement hearing, you may do so either in-person or remotely.

A written objection must contain at least the following: (i) your full name, address, telephone, and signature; (ii) a clear reference to the Action (*Gennifer Manzo v. McDonald's Restaurants of California, Inc.*, U.S. District of California for the Eastern District of California Case No. 1:20-cv-01175-HBK); (iii) a statement of the specific legal and factual basis for each objection argument; and (iv) a statement whether you intend to appear at the Final Approval Hearing, either in person, remotely, or through counsel and, if through counsel, a statement identifying your counsel by name, bar number, address, and telephone number. All objections must be signed by you, even if you are represented by counsel.

Written objections must be mailed to the Settlement Administrator at the address listed in Section VIII.B above, postmarked **no later than [Response Deadline]**.

IX. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on _____, 2021 at _____ a.m., in Department __ of the U.S. District Court for the Eastern District of California, Yosemite Courthouse, located at 9004 Castle Cliffs Court, Yosemite Valley California 95389, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The

Court also will be asked to approve and award the Class Counsel Award and Service Award to Plaintiff.

The hearing may be continued without further notice to Settlement Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. [If you do wish to appear, you may appear in person or remotely.](#)

X. ADDITIONAL INFORMATION

A complete copy of the Settlement Agreement and this Notice are available at [www. \[redacted\]](#). This website will be updated periodically to update the Class on any developments in the case.

If you have questions about the Settlement or would like more information, you should contact the Settlement Administrator, _____, at: [\[name, address, and contact information\]](#)

You may also contact the Class Counsel listed below:

Larry Lee
Diversity Law Group APC
515 S. Figueroa St., Ste. 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

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Dennis Hyun
Hyun Legal APC
515 S. Figueroa St., Ste. 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

William Marder
Polaris Law Group LLP
501 San Benito Street, Ste. 200
Hollister, CA 95023
Telephone: (831) 531-4214

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Edward Choi
Law Offices of Choi & Associates
515 S. Figueroa St., Ste. 1250
Los Angeles, California 90071
Telephone: (213) 381-1515

PLEASE DO NOT CONTACT THE COURT OR MCDONALD'S COUNSEL ABOUT THIS NOTICE