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Attorneys for Plaintiff

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

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

Plaintiff,

v.

CAINE & WEINER COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 20STCV36086

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

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

Date: July 12, 2022
Time: 10:30 a.m.
Department: SSC-12

Complaint Filed: September 22, 2020
FAC Filed: April 27, 2022
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC-12 of the
2 Superior Court of the State of California, for the County of Los Angeles, on July 12, 2022 at 10:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Laijayna Casey ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and LightGabler appears as counsel
6 for Defendant Caine & Weiner Company, Inc. ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

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

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

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

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Members provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against
8 the probable outcome of further litigation relating to certification, liability, and damages issues.

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

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

21 All current and former hourly paid or non-exempt employees employed by
22 Defendant who worked in the office in California at any time from September 22,
23 2016, through January 1, 2022.

24 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
25 ("Class Counsel").

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

28 9. The Court provisionally appoints Phoenix Class Action Administration Solutions
("Phoenix") to handle the administration of the Settlement ("Settlement Administrator").

1 10. Within thirty (30) calendar days of the date of Preliminary Approval, Defendant
2 shall provide the Settlement Administrator with the following information about each Class
3 Member: full name, last known mailing address, Social Security Number, start and end dates worked
4 for Defendant in the office as an hourly-paid or non-exempt employee in California during the Class
5 Period and PAGA Period, and such other information as is necessary for the Settlement
6 Administrator to calculate Workweeks and PAGA Workweeks (collectively referred to as the “Class
7 Data and List”) in conformity with the Settlement Agreement.

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

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
26 choose to be excluded from the Class Settlement by submitting a timely written opt out request in
27 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
28 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the

Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be (15) calendar days from the date of the original sixty (60) calendar day deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to an Individual Settlement Share and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon; however, if the Class Member worked during the PAGA Period, he or she will be a PAGA Member, will still receive an Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of whether he or she has submitted a timely and valid Request for Exclusion.

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

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

15. To object to the Class Settlement, a Settlement Class Member may serve the Settlement Administrator with a written Notice of Objection on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information

that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members may also present their objection orally at the Final Approval Hearing, whether or not they have submitted a Notice of Objection.

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

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

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

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Laijayna Casey v. Caine & Weiner Company, Inc.,
Superior Court of California for the County of Los Angeles,
Case No. 20STCV36086

PLEASE READ THIS NOTICE CAREFULLY.

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

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

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Laijayna Casey ("Plaintiff") and Defendant Caine & Weiner Company, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Laijayna Casey v. Caine & Weiner Company, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 20STCV36086 ("Lawsuit"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees employed by Defendant and who worked in the office in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from September 22, 2016 through January 1, 2022.

"PAGA Member" means all current and former hourly-paid or non-exempt employees employed by Defendant and who worked in the office in California at any time during the PAGA Period.

"PAGA Period" means the time period from September 18, 2019 through January 1, 2022.

II. BACKGROUND OF THE LAWSUIT

On September 22, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant Caine & Weiner Company, Inc. in the Los Angeles County Superior Court, Case No. 20STCV36086 ("*Casey Class Action*") alleging ten (10) causes of action for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay timely wages during employment, failure to timely pay final wages, failure to keep compliant payroll records, failure to keep compliant wage statements, failure to reimburse business expenses, and violations of California Business and Professions Code §§ 17200, *et seq.*, on behalf of herself and putative class members. On September 18, 2022, Plaintiff provided written notice by certified mail ("PAGA Notice") to the California Labor Workforce Development Agency ("LWDA") of her intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and on the basis for those claims. On November 23, 2020, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant Caine & Weiner Company, Inc. in the Los Angeles County Superior Court, Case No. 20VECV01380 ("*Casey PAGA Action*"), alleging a single cause of action for civil penalties pursuant to PAGA, on behalf of the State of California in connection with herself and aggrieved employees. On April 27, 2022, Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Action ("Operative Complaint"), adding her PAGA cause of action to the Action.

Plaintiff alleges that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* and conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Laijayna Casey as the representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

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

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, 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 Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Lawsuits have merit or that Defendants have any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Thousand Dollars (\$900,000) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$315,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Lawsuit; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000) for its 75% portion of the PAGA Allocation ("LWDA Payment"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000) to the Settlement Administrator. Note: a total of One Hundred Eighty Thousand Dollars (\$180,000) from the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% and

the remaining 25% (i.e., Forty-Five Thousand Dollars (\$45,000)) will be distributed to PAGA Members on a pro rata basis, based on PAGA Workweeks during the PAGA Period (i.e., Individual PAGA Payment).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the Class Period, divided by seven (7).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Payment attributed to PAGA Members, i.e., \$45,000, (“Individual PAGA Payment”) based on the number of weeks that each PAGA Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the Class Period, divided by seven (7).

The Settlement Administrator has divided the 25% portion of the PAGA Payment attributed to PAGA Members, i.e., \$45,000, by the PAGA Workweeks of all PAGA Members during the PAGA Period (“Total PAGA Workweeks”) to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks/PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e. from September 22, 2016 through January 1, 2022 .

According to Defendant’s records, you have been credited with [REDACTED] PAGA Workweeks during the PAGA Period, i.e., from September 18, 2019 through January 1, 2022.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) be signed by you, (c) state your full name, address, telephone number, and the last four digits of your Social Security Number, (d) state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number

that should be credited to you, (e) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Workweeks that you contend should be credited to you is correct, and (f) be returned by mail to the Settlement Administrator at the specified address listed below (Section IV. B), postmarked **on or before [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

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

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

“Released Class Claims” means any and all claims made or which could have been made based on the factual allegations in the Operative Complaint, arising during the Class Period, including Defendant’s alleged violation of California Labor Code and California Business and Professions Code section 17200, et seq. for failure to pay minimum and overtime wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses.

“Released PAGA Claims” means claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. arising during the PAGA Period for violations of the California Labor Code and Industrial Welfare Commission Wage Orders that were asserted or that could have been asserted based on the facts alleged in the Operative Complaint and notice to the LWDA

“Released Parties” means Defendant and all of their present and former parent companies, partners, subsidiaries, divisions, shareholders, officers, directors, employees, agents, attorneys, insurers, affiliated companies, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$315,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiff, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Lawsuit. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks and PAGA Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class Settlement

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

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

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

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

A Request for Exclusion must: (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) be signed by you, (c) state your full name, address, telephone number, signature, and the last four digits of your Social Security Number, (d) state that you do not wish to be included in the Class Settlement, and (e) be returned by mail to the Settlement Administrator, postmarked **on or before the [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, PAGA Members may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement), if it grants final approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) state the case name and number of the Lawsuit (*Laijayna Casey v. Caine & Weiner Company, Inc.*, Case No. 20STCV36086), (b) state your name, contain your signature, address, telephone number, and the last four digits of your Social Security number, (c) state all grounds for the objection accompanied by any legal or factual support for such objection, (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **on or before the [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

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

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

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.