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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

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

Plaintiff,

vs.

WOK IN THE PARK LLC, a California
limited liability company; CAFETERIA 15L,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 34-2020-00283344-CU-OE-GDS

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

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

Date: June 7, 2024
Time: 9:00 a.m.
Department: 22

Complaint Filed: August 12, 2020
Trial Date: None Set

1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the Su-
2 perior Court of the State of California, for the County of Sacramento on June 7, 2024, at 9:00 a.m.
3 for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice,
4 PC appears as counsel for Plaintiff Krystal Camina ("Plaintiff"), individually and on behalf of all
5 others similarly situated and other PAGA Group Members and Fisher & Phillips LLP appears as
6 counsel for Defendants Wok in the Park, LLC, and Cafeteria 15L (together, "Defendants").

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 Class and Representative Action Settlement
12 Agreement and Release (Settlement," "Agreement," or "Settlement Agreement"), attached as
13 **"EXHIBIT 1"** to the Declaration of Jeremy Stern in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
15 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 Award, PAGA Penalties, Settlement Administrator Costs,
3 and payments to the Participating Class Members and PAGA Group 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 Group Members are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

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

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

22 All individuals who are or were employed by Defendants as hourly non-exempt
23 employees in California from August 12, 2016 through April 22, 2022 ("Class,
24 "Class Members," or "Settlement Class Members").

25 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Vartan Madoyan,
26 and Jeremy Stern of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiff Krystal Camina as the representative of
28 the Class ("Class Representative").

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1 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Not later than twenty-one (21) calendar days after the Court grants Preliminary
4 Approval of the Settlement, Defendants will deliver the Class List to the Administrator, in the form
5 of a Microsoft Excel spreadsheet or other format reasonably acceptable to the Settlement
6 Administrator (“Class List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action and
8 Representative Action Proposed Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The
9 Class Notice shall be provided to Class Members in the manner set forth in the Settlement
10 Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class
11 Members of all material elements of the Settlement, of Class Members’ right to be excluded from
12 the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the
13 Workweeks and/or PAGA Workweeks credited to each of them, and of each Participating Class
14 Member’s right and opportunity to object to the Class Settlement by submitting a Notice of
15 Objection to the Settlement Administrator. The Court further finds that distribution of the Class
16 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
17 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
18 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
19 further orders the Settlement Administrator to send to the Class Notice with Spanish translation to
20 all Class Members identified in the Class Data, via first-class U.S. mail, substantially in the form
21 attached to this Agreement as “**Exhibit A.**”

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
25 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
26 Administrator, postmarked no later than the date which is forty-five (45) calendar days from the
27 initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-
28 mailed Class Notice, the Response Deadline for that Class Member shall be extended by fifteen (15)

1 calendar days. Any such person who timely and validly chooses to opt out of, and be excluded from,
2 the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be
3 bound by the Class Settlement or have any right to object, appeal, or comment thereon.
4 Nevertheless, all individuals employed by Defendants at any time during the period from September
5 10, 2019, through April 22, 2022 (“PAGA Group Members”) will be bound by the PAGA Settlement
6 and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request
7 for Exclusion. Class Members who have not submitted a timely and valid Request for Exclusion
8 (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final
9 judgment based thereon.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m. in
12 Department 28 of the Superior Court of California for the County of Sacramento, located at 720 9th
13 St, Sacramento, California 95814, to determine all necessary matters concerning the Settlement,
14 including: whether the proposed settlement of the action on the terms and conditions provided for in
15 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
16 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
17 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
18 Members and PAGA Group Members; and determine whether to finally approve the requests for the
19 Attorneys’ Fees and Costs, Enhancement Award, Settlement Administrator Costs, and allocation of
20 PAGA Penalties.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for
22 Attorneys’ Fees and Costs, Enhancement Award, Settlement Administrator Costs, and allocation for
23 PAGA Penalties, along with the appropriate declarations and supporting evidence, including the
24 Settlement Administrator’s declaration, by _____, to be heard at the Final
25 Approval Hearing.

26 15. To object to the Class Settlement, a Class Member must submit their Notice of
27 Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
28 Objection must be signed and must contain the information that is required, as set forth in the Class

1 Notice, including and not limited to the grounds for the objection. Participating Class Members may
2 also present their objection orally at the Final Approval Hearing, regardless of whether they have
3 submitted a Notice of Objection.

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

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

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

22 **IT IS SO ORDERED.**

23
24 Dated: _____

By: _____

The Honorable Lauri A. Damrell
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Krystal Camina v. Wok in the Park, LLC, et al.

Superior Court of California for the County of Sacramento, Case No. 34-2020-00283344-CU-OE-GDS

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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 and, unless you request to be excluded from the class settlement, your legal rights may be affected.

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Krystal Camina ("Plaintiff") and Defendants Wok in the Park, LLC, and Cafeteria 15L (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Krystal Camina v. Wok in the Park, LLC, et al.*, Sacramento County Superior Court, Case No. 34-2020-00283344-CU-OE-GDS ("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

"Class" means all individuals who are or were employed by Defendants as hourly non-exempt employees within the State of California during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the period from August 12, 2016 and April 22, 2022.

"Class Settlement" means the settlement and resolution of all Class Released Claims (described in Section III.D below).

"PAGA Group Members" means all individuals who are or were employed by Defendants as a non-exempt employee in California during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of all PAGA Released Claims (described in Section III.D below).

"PAGA Period" means the period from September 10, 2019 through April 22, 2022.

II. BACKGROUND OF THE ACTION

On September 10, 2020, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that she contends were violated ("PAGA Notice"). On August 12, 2020, Plaintiff filed a Class Action Complaint for Damages in the Sacramento County Superior Court, Case No. 34-2020-00283344-CU-OE-GDS. On November 17, 2020 Plaintiff filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Sacramento County Superior Court, Case No. 34-2020-00289018. Plaintiff alleges that Defendants failed 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 complaint wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). 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.

Defendants deny all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a Class and Representative Action Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Krystal Camina as representative of the Class (“Class Representatives”), and the following attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Jeremy Stern, Esq.
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 need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV 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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendants, 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 the Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Action 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 settlement sum is Seven Hundred and Twenty Thousand Dollars (\$720,000.00) (the “Settlement Sum”). The portion of the Settlement Sum that is available for payment to Class Members is referred to as the “Net Settlement Sum.” The Net Settlement Sum will be the Settlement Sum, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount not to exceed 35% of the Settlement Sum (i.e., \$252,000.00 if the Settlement Sum remains \$720,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (“Litigation Costs”); (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the named Plaintiff for her services in the Action; (3) Settlement Administrator Costs in an amount not to exceed Thirteen Thousand Dollars (\$13,000.00) to the Settlement Administrator; (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed as follows: 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Group Members (“PAGA Employees’ Share”) on a *pro rata* basis based on their Pay Periods during the PAGA Period.

Class Members are entitled 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 each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Individual Settlement Shares will be determined by the Settlement Administrator by taking the number of Workweeks each individual Participating Class Member worked during the Class Period and dividing that by the total number of Workweeks all Participating Class Members worked during the Class Period and multiplying that fraction by the Net Settlement Sum (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties and interest, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Share ("Employer Taxes") will be paid by Defendants separately and in addition to the Settlement Sum.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employees' Share ("Individual PAGA Payment"), based on the number of Pay Periods each PAGA Group Member worked during the PAGA Period. Specifically, each PAGA Group Member's Individual PAGA Payment will be determined by the Settlement Administrator by taking the number of Pay Periods each PAGA Group Member worked during the PAGA Period and dividing that by the total number of Pay Period all PAGA Group Members worked during the PAGA Period and multiplying that fraction by the PAGA Employees' Portion (which is listed in Section III.C below). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

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

B. Your Workweeks Based on Defendant's Records

According to Defendants' records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e., from August 12, 2016 and April 22, 2022.

According to Defendants' records, you have been credited with [REDACTED] Pay Periods during the PAGA Period, i.e., from September 10, 2019 through April 22, 2022.

If you wish to dispute the Workweeks or Pay Periods credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Action (*Krystal Camina v. Wok in the Park, LLC, et al.*, Case No. 34-2020-00283344-CU-OE-GDS); (b) contains the Settlement Class Member's full name, signature, address, telephone number, and last four (4) digits of his or her Social Security number; (c) clearly states that the Settlement Class Member disputes of the number of Workweeks or Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attaches any documentation that he or she has to support the dispute; (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment 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 or Pay Periods credited to you during the Class Period and/or PAGA Period, respectively.

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 withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Settlement Sum, Plaintiff and all Class Members who do not submit a valid

and timely Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Settlement Sum, Plaintiff, all PAGA Group Members, and the State of California (with respect to employment of PAGA Group Members by Defendants during the PAGA Period) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all claims asserted in Plaintiff’s Class Complaint in the Class Action or which could have been asserted based on the factual allegations in the Class Complaint in the Class Action, other than those arising under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, arising during the Class Period, including but not limited to, claims for failure to pay all wages (including minimum, regular, and overtime wages, failure to provide compliant meal periods and associated meal premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse necessary business related expenses and costs in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001, and unfair business practices in violation of California Business and Professions Code § 17200, *et seq.* based on the aforementioned.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* arising during the PAGA Period asserted in the PAGA Notice and/or PAGA Complaint in the PAGA Action or which could have been asserted based on the factual allegations in the PAGA Notice or PAGA Complaint in the PAGA Action, for failure to pay all wages (including minimum, regular, and overtime wages), failure to provide compliant meal periods and associated meal premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse necessary business related expenses and costs in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

“Released Parties” means Defendants and each of their past, present and future parent companies, subsidiaries, affiliates, insurers, re-insurers, principals and any other person, corporation, association or partnership responsible or potentially responsible for any claims made or that could have been made in the Action, and the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, re-insurers, predecessors, and successors and assigns of any of the foregoing.

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 Settlement Sum (i.e., an amount of up to \$252,000.00, if the Settlement Sum remains \$720,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Settlement Sum. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members and PAGA Group Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Enhancement Payments to Plaintiffs

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Award”), in recognition of her services in connection with the Action. The Enhancement Award will be paid from the Settlement Sum, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and/or Individual PAGA Payment (if applicable) that they are entitled to under the Settlement.

G. Settlement Administrator Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirteen Thousand Dollars (\$13,000.00) (“Settlement Administrator Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Settlement Sum, 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 Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class 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 be deemed to have released the Released Class Claims described in Section III.D above.

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

As a Class Member and/or PAGA Group Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they 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 may seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must : (a) contain the case name and number of the Action (*Krystal Camina v. Wok in the Park, LLC, et al.*, Case No. 34-2020-00283344-CU-OE-GDS); (b) contain the Settlement Class Member’s full name, signature, address, telephone number, and last four (4) digits of his or her Social Security number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will 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. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Group Members may not exclude themselves from the PAGA Settlement, including those pertaining to the release of 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 Class 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 (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Class Action (*Krystal Camina v. Wok in the Park, LLC, et al.*, Case No. 34-2020-00283344-CU-OE-GDS); (b) contain the Settlement Class Member’s full name, signature, address,

telephone number, and last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 54 of the Sacramento County Superior Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California 95814, 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 Award to Plaintiff, and Settlement Administrator Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear 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 documents filed in the Action for a fee by visiting the civil clerk's office, located at Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>.

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://saccourt.ca.gov/general/coronavirus.aspx>

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.**