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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

COURTNEY REESE, 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,

vs.

ASIAN BOX PALO ALTO LLC, a California
limited liability company; ASIAN BOX, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 19CV346589

Honorable Sunil R. Kulkarni
Department 1

CLASS ACTION

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

Date: August 11, 2022
Time: 1:30 p.m.
Department: 1

Complaint Filed: April 18, 2019
FAC Filed: September 29, 2021
Trial Date: None Set

1 This matter has come before the Honorable Sunil R. Kulkarni in Department 1 of the
2 Superior Court of the State of California, for the County of Santa Clara, on August 11, 2022 at 1:30
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Courtney Reese ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and Gordon Rees Scully Mansukhani,
6 LLP appears as counsel for Defendant Asian Box Palo Alto ("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, Incentive Payment, LWDA Payment, Settlement Administration Costs,
3 and payments to the Settlement Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members are
7 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 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 who worked for
22 Defendant's restaurant location in Mountain View, California, at any time during the
period from April 18, 2015, through February 2, 2021.

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

25 8. The Court provisionally appoints Plaintiff Courtney Reese as the representative of
26 the Class ("Class Representative").

27 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
28 handle the administration of the Settlement ("Settlement Administrator").

1 10. Within ten (10) business days of Preliminary Approval, Defendant shall provide the
2 Settlement Administrator with the following information about each Class Member: (1) full name,
3 (2) last known mailing address, (3) Social Security Number, and (4) the number of Workweeks of
4 each Class Member (collectively referred to as the “Class Data”) in conformity with the Settlement
5 Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action
7 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
8 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
9 Class Notice appears to fully and accurately inform the Class Members of all material elements of
10 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a written
11 letter, of Class Members’ right to dispute the Workweeks credited to each of them, and of each
12 Settlement Class Member’s right and opportunity to object to the Settlement. The Court further
13 finds that distribution of the Class Notice substantially in the manner and form set forth in the
14 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
15 and this Order, meet the requirements of due process and shall constitute due and sufficient notice
16 to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
17 Class Notice by First-Class U.S. mail to all Class Members within ten (10) business days after
18 receiving the Class Data pursuant to the terms set forth in the Settlement Agreement.

19 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
20 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
21 to be excluded from the Settlement by submitting a written Request for Exclusion in conformity
22 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no
23 later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice
24 to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response
25 Deadline for that Class Member shall be extended by fifteen (15) calendar days. Any such person
26 who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be
27 entitled to any recovery under the Settlement and will not be bound by the Settlement or have any
28 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.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 1 of the Santa Clara County Superior Court, located at 191 North First Street San Jose, CA 95113, 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, Incentive Payment, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Incentive 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 Settlement, a Class Member may submit his or her Notice of Objection in writing to the Settlement Administrator or directly present his or her objection orally to the Court at the Final Approval Hearing. The Notice of Objection must be signed and contain all information that is required, as set forth in the Class Notice, including and not limited to the grounds for the 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 retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Sunil R. Kulkarni
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

***Courtney Reese v. Asian Box Palo Alto, LLC* Superior Court of California for the County of Santa Clara, Case No. 19CV346589**

You have received this Notice because Defendant's records indicate that you are a current or former hourly-paid or non-exempt employee who worked for Defendant's restaurant location in Mountain View, California at any time from April 18, 2015 through February 2, 2021.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from or object to the Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Settlement.

By order of the Superior Court of California for the County of Santa Clara (the "Court" or "Santa Clara County Superior Court"), in the case of *Courtney Reese v. Asian Box Palo Alto, LLC*, Santa Clara County Superior Court Case No. 19CV346589 (the "Action") preliminary approval of a proposed class action settlement was granted on [preliminary approval date]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether final approval of the Settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Courtney Reese ("Plaintiff") and Defendant Asian Box Palo Alto, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the Action, which may affect your legal rights. By resolving this case, there has been no admission of liability, fault or wrongdoing whatsoever. Instead, the parties wished to resolve this matter to avoid further litigation and the costs and risks to all Parties associated with proceeding with the case.

I. DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant's restaurant location in Mountain View, California at any time during the period from April 18, 2015 through February 2, 2021.

"Class Period" means the period from April 18, 2015 through February 2, 2021.

"Class Member" means an individual who falls within the definition of the Class.

II. BACKGROUND OF THE LAWSUIT

The Action was commenced when Plaintiff filed a Class Action Complaint for Damages on April 18, 2019, in the Santa Clara County Superior Court. On September 29, 2021, Named Plaintiff filed the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act ("PAGA"), California Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint") in the Action. Together, the Class Action Complaint for Damages and the First Amended Complaint are referred to as the "Complaint."

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"), with respect to Plaintiff and other putative class members. Plaintiff seeks, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendant has denied and continues to deny all of the allegations in the Complaint or that they violated any law, and contends that at all times they have complied with the law.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, 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”), which was preliminarily approved by the Court on [preliminary approval date]. The Court has preliminarily appointed Plaintiff as representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
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 a settlement payment**, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully in Section 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 the Defendant that the claims in the Complaint have merit or that Defendant has any liability to the Plaintiff or to the 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 appropriate. Plaintiff and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Breakdown of the Settlement

The maximum settlement consideration to be paid by Defendant is Three Hundred Thousand Dollars (\$300,000) (the “Maximum Settlement Amount”). The amount of \$50,000 of the Maximum Settlement Amount has been allocated toward penalties under PAGA (“PAGA Payment”), of which \$37,500 will be made to the Labor and Workforce Development Agency (“LWDA Payment”) and \$12,500 will remain as part of the Net Settlement Amount for distribution to the Settlement Class Members.

The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not submit timely and valid Requests for Exclusion (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) payment of attorneys’ fees to Class Counsel in an amount not to exceed one-third (1/3) of the Maximum Settlement Amount (i.e., not to exceed \$100,000) (“Attorneys’ Fees”) and reimbursement of actual litigation costs and expenses to Class Counsel in an amount not to exceed \$25,000 (“Litigation Costs and Expenses”); (2) payment in the amount of \$8,000 to Plaintiff for her services in the Action (“Incentive Payment”); (3) payment to the Labor and Workforce Development Agency in the amount of \$37,500 (“LWDA Payment”); and (4) payment to Phoenix Settlement Administrators (the “Settlement Administrator”) for costs and expenses of administration of the Settlement in an amount that is currently estimated not to exceed \$8,000 (“Settlement Administration Costs”).

Class Members are eligible to receive a share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks, or fraction thereof, a Class Member worked at Defendant’s restaurant location in Mountain View, California, in an hourly-paid or non-exempt position during the Class Period, as reflected in Defendant’s records (“Workweeks”). The Settlement Administrator will determine each Class Member’s individual Workweeks.

To determine your estimated Individual Settlement Share, the Settlement Administrator divided the Net Settlement Amount by the total number of Workweeks for all Class Members to yield the “Estimated Workweek Value,” and then multiplied your individual Workweeks by the Estimated Workweek Value.

Each Individual Settlement Share will be allocated as follows: one-third (1/3) as wages (to be reported on an IRS Form W2) and two-thirds (2/3) as penalties, interest, and non-wage damages (to be reported on an IRS Form 1099, if required). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable

employee-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares. The employer's share of taxes and withholdings on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Maximum Settlement Amount. The net payment of an Individual Settlement Share after reduction for the employee's share of taxes and withholdings is referred to as the "Individual Settlement Payment."

If the Court grants final approval of Settlement, following the Effective Date (as defined in the Settlement), Defendant will fund the Settlement by way of two (2) installments:

- Within thirty (30) calendar days of the Effective Date, Defendant will make a deposit of one-half (1/2) of the Maximum Settlement Amount (i.e., One Hundred Fifty Thousand Dollars (\$150,000)) into a qualified settlement account to be established by the Settlement Administrator (the "First Payment");
- Within six (6) months of the First Payment, Defendant will make a second deposit for the remaining one-half (1/2) of the Maximum Settlement Amount (i.e., One Hundred Fifty Thousand Dollars (\$150,000)) into the qualified settlement account established by the Settlement Administrator ("Second Payment").

The timing of these distributions will depend on the date of Final Approval of the Settlement and the date on which Defendant funds the installments.

The Settlement Administrator will proportionally withhold and remit the employee and employer taxes from each Individual Settlement Share distribution to be made. If a Settlement Class Member fails to cash or deposit his or her check that is issued to him or her within 180 calendar days of issuance, then, that check will be cancelled and the funds associated with that cancelled check will be transmitted to Legal Services of Northern California, in conformity with the requirements of California Code of Civil Procedure section 384.

Individual Settlement Payment checks 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 make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member were calculated based on Defendant's records. According to Defendant's records:

Between April 18, 2015 through February 2, 2021, you worked for Defendant's restaurant location in Mountain View, California as an hourly-paid or non-exempt employee for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must timely submit a fully completed and signed written dispute ("Workweeks Dispute") to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator **on or before [Response Deadline]**, at the address listed in Section IV.B below. The Workweeks Dispute must: (a) contain the case name and number of the Action (*Courtney Reese v. Asian Box Palo Alto, LLC*, Santa Clara County Superior Court, Case No. 19CV346589); (b) be signed by you; (c) contain your full name, telephone number, mailing address, and the last four digits of your Social Security Number; (d) clearly state that the number of Workweeks credited to you is incorrect and what you contend is the correct number to be credited to you; (e) include information and/or attached documentation demonstrating that the number of Workweeks that you contend to be credited to you is correct; and (f) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed on or before the Response Deadline.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you above, based on Defendant's records. Based on your Workweeks:

Your Individual Settlement Share is estimated to be \$ [REDACTED]. It is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual Settlement Share reflected on this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower than estimated. Your Individual Settlement Payment 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.

D. Released Claims

Upon the Effective Date, Plaintiff and all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) will fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties of and from any and all Released Claims.

"Released Parties" means Defendant and Defendant's affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants.

"Released Claims" means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties, arising from work at Defendant's restaurant location in Mountain View, California, during the Class Period, that were alleged or could have been alleged based on the factual allegations in the Operative Complaint. The Released Claims specifically include, but are not limited to: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); Unfair Business Practices (Bus. & Prof. Code §§ 17200, et seq.); and Private Attorneys General Act of 2004 (California Labor Code § 2698, et seq.). This release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek Attorneys' Fees in an amount of up to one-third (1/3) of the Maximum Settlement Amount (i.e., \$100,000) and Litigation Costs and Expenses in an amount of up to twenty-five thousand dollars (\$25,000), subject to approval by the Court. All Attorneys' Fees and Litigation Costs and Expenses (together, "Attorneys' Fees and Costs") awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class 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. Incentive Payment to Plaintiff

Plaintiff Courtney Reese will seek the amount of eight thousand dollars \$8,000 ("Incentive Payment"), in recognition of her services in connection with the case. The Incentive Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator, Phoenix Settlement Administrators, is estimated to be eight thousand dollars (\$8,000) (“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 of the Settlement, processing Requests for Exclusion and Workweeks Disputes, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to 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 be deemed to have released the Released Parties for the Released Claims described in Section III.D above.

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

B. Request Exclusion from the Settlement

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

A Request for Exclusion must: (a) contain the case name and number of the Action (*Courtney Reese v. Asian Box Palo Alto, LLC*, Santa Clara County Superior Court, Case No. 19CV346589); (b) be signed by you; (c) contain your full name, mailing address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Settlement; and (e) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number, postmarked or faxed **on or before [Response Deadline]**, at the following address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the 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 Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as the contemplated judgment to be entered by the Court, if the Court grants final approval of the Settlement.

C. Object to the Settlement

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

A Notice of Objection must: (a) contain the case name and number of the Action (*Courtney Reese v. Asian Box Palo Alto, LLC*, Santa Clara County Superior Court, Case No. 19CV346589); (b) be signed by you; (c) contain your full name, telephone number, and mailing address; (d) clearly state all grounds for the objection accompanied by any legal support for such objection; (e) attach 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, **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Santa Clara County Superior Court, Downtown

Superior Courthouse, 191 North First Street, San Jose, California, 95113 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, Incentive Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Notice of Objection.

Personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: https://www.scscourt.org/general_info/news_media/covid19.shtml. You can find information regarding appearing remotely online at: <https://portal.scscourt.org/remotehearing>. Please note that there may be deadlines to reserve a remote appearance and fees or charges may apply.

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 by using the kiosks located at the Downtown Superior Courthouse, 191 North First Street, San Jose, California, 95113, during regular business hours of each court day. You can also access documents filed in the Action, to the extent they have been imaged for online access, as well as basic information regarding hearing dates and filings in the Action by looking the case up on the Case Information Portal of the Court's website (<https://portal.scscourt.org>). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court's systems, you will need to use the case number.

Please note, due to the COVID-19 pandemic, there may be limitations on access to court facilities. Please visit the following link for the Court's most current social distancing procedures and information regarding accessing court facilities: https://www.scscourt.org/general_info/news_media/covid19.shtml.

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANT 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.