

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

JOSE CERON, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

SEVEN NINETY-TWO COMPANY,
INC., an unknown business entity; IHOP
#792, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

JOSE CERON, individually, and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

SEVEN NINETY-TWO COMPANY,
INC., an unknown business entity; IHOP
#792, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV05360 (lead)
(Consolidated with Case No. 21TRCV00365)

Honorable William F. Highberger
Department SSC10

CLASS ACTION

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

Date: March 14, 2024
Time: 11:30 a.m.
Department: SSC10

Class Action Filed: February 10, 2021
PAGA Action Filed: May 17, 2021
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department SSC10
2 of the Superior Court of the State of California, for the County of Los Angeles, on March 14, 2024
3 at 11:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 for Justice, PC appears as counsel for Plaintiff Jose Ceron ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and Musick, Peeler & Garrett LLP
6 appears as counsel for Defendant Seven Ninety Two 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 and Agreement for Class and
12 Representative Action Settlement and Release ("Settlement," "Agreement," or "Settlement
13 Agreement"), attached as "**EXHIBIT A**" to the Declaration of Brian J. St. John in Support of
14 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's
15 determination that the Settlement falls within the range of possible approval as fair, adequate, and
16 reasonable.

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

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the cases. It further appears that the Settlement has been reached as the result
26 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 Expenses, Service Award, PAGA Payment, Administration Expenses, and
3 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 and
7 Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
8 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 are qualified to act as counsel for Plaintiff in his individual capacity and as the
18 representatives of the Class.

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

21 All current and former non-exempt or hourly-paid employees who worked for
22 Defendant within the State of California at any time during the Class Period. ("Class"
 or "Class Members")

23 7. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Brian J. St.
24 John of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

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

27 9. The Court provisionally appoints Simpluris, Inc. to handle the administration of the
28 Settlement ("Settlement Administrator").

1 10. Within fifteen (15) business days of the date of this Order, Defendant shall prepare
2 a list, in an electronically usable format, for the Settlement Administrator containing for each Class
3 Member, to the extent Defendant has such information, the following: the first, last, and middle
4 name; Last Known Address; last known phone numbers; Social Security numbers; Workweeks; Pay
5 Periods; and any other information required to effectuate the Settlement (“Class List”). .

6 11. The Court approves, both as to form and content, the Notice of Proposed Class
7 Action Settlement and Hearing Date for Court Approval (“Class Notice”) attached hereto as
8 **“EXHIBIT 1.”** The Class Notice shall be provided to Class Members and Aggrieved Employees in
9 the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members and Aggrieved Employees of all material elements
11 of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting
12 a Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of
13 them, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement
14 by submitting an Objection to the Settlement Administrator. The Court further finds that distribution
15 of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and
16 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
17 requirements of due process and shall constitute due and sufficient notice to all persons entitled
18 thereto. The Court further orders the Settlement Administrator to mail the Class Notice in English,
19 Spanish, and Vietnamese, by First-Class U.S. mail to all Class Members within thirty (30) calendar
20 days after the Preliminary Approval Date, pursuant to the terms set forth in the Settlement
21 Agreement.

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 after the
27 Settlement Administrator mails the Class Notice to Class Members and Aggrieved Employees
28 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be

extended by ten (10) calendar days from the date of the original forty-five (45) 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 any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all current and former non-exempt, hourly-paid employees of Defendant who worked in California at any time during the period from March 11, 2020 through May 15, 2022 (“Aggrieved Employees”) will be bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) 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 SSC10 of the Los Angeles County Superior Court, located at 312 North 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 Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys’ Fees and Expenses, Service Award, and Administration Expenses.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Expenses, Service Award, and Administration Expenses, 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 Class Member may submit his or her Objection in writing to the Settlement Administrator on or before the Response Deadline. The written 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. Settlement Class Members may
2 also present their Objection orally at the Final Approval Hearing, regardless of whether they have
3 submitted an Objection.

4 16. The Settlement is not a concession or admission, and shall not be used against
5 Defendant as an admission or indication with respect to any claim of any fault or omission by
6 Defendant. 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 Defendant, including, but not limited to,
10 evidence of a presumption, concession, indication or admission by Defendant 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 Aggrieved Employees, and retains jurisdiction to consider all further applications
21 arising out of or connected with the Settlement.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

By: _____

The Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Ceron, et al. v. Seven Ninety Two Company, Inc., et al.
Superior Court, County of Los Angeles
Case No. 21STCV05360

To: All current and former non-exempt employees of Seven Ninety Two Company, Inc. who worked in the State of California, at any time from February 10, 2017 up to and including May 15, 2022.

**THIS NOTICE MAY AFFECT YOUR RIGHTS.
PLEASE READ IT CAREFULLY.**

You are receiving this notice because Seven Ninety Two Company, Inc.'s ("Defendant") records indicate that you may be entitled to participate in this class action settlement.

The following recitation does not constitute the findings of the Court. Defendant adamantly denies any and all liability. This notice should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

I. WHY IT IS IMPORTANT TO READ THIS NOTICE:

The Superior Court of the State of California for the County of Los Angeles (the "Court") has granted preliminary approval to a proposed Settlement (defined below) of a class action lawsuit and representative action regarding wage and hour claims of all current or former non-exempt employees of Seven Ninety Two Company, Inc. who worked in the State of California at any time from February 10, 2017 up to and including May 15, 2022.

Because your rights may be affected by the Settlement (defined below), it is important that you read this notice carefully. Defendant's records show that you were employed by Defendant sometime from February 10, 2017 up to and including May 15, 2022 ("Class Period"). Therefore, you are a "Class Member" in this lawsuit.

The purpose of this notice is to provide you with a brief description of the class action lawsuit and representative action, what investigation of the claims has taken place, to inform you of the terms of the proposed Settlement (defined below) and to discuss your rights and options in connection with the lawsuit and the Settlement (defined below).

II. WHAT YOU NEED TO DO IN RESPONSE TO THIS NOTICE:

You have received this notice because Defendant's records indicate that you are a member of the conditionally certified Class (defined below). You have the following options:

- 1. IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND REMAIN A MEMBER OF THE SETTLEMENT CLASS AND BE ISSUED A PAYMENT UNDER THE SETTLEMENT, YOU (or in the event of a deceased Class Member, the estate or authorized beneficiary) ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.** You will be issued payment if the Court grants final approval of the Settlement (defined below) and judgment becomes final, and you will release the Released Parties for the Released Claims (see section VIII below for definitions of "Released Claims" and "Released Parties"). If you wish to receive a payment under the Settlement, you must not "Opt Out" of the Settlement. **To ensure receipt of your payment, you must make sure that your correct mailing address is on file with the Settlement Administrator.**

2. **YOU MAY ELECT TO "OPT OUT" OF THE SETTLEMENT CLASS AND THUS EXCLUDE YOURSELF FROM THE SETTLEMENT.** If you wish to opt out of the Settlement and exclude yourself from the Settlement, you must mail to the Settlement Administrator a written request ("Request for Exclusion") postmarked on or before [TBD]. A Request for Exclusion must include: (1) your full name, address, and email address or telephone number; (2) the case name and number of the action (i.e., *Jose Ceron v. Seven Ninety Two Company, Inc., et al.*); and (3) a statement indicating that you wish to be excluded from the Settlement. If a timely and complete Request for Exclusion is not received by the Settlement Administrator at the address listed below, postmarked on or before [TBD], you will be deemed to have forever waived your right to opt out of the Settlement. Class Members who do not properly opt out of the Settlement shall be "Settlement Class Member(s)." Class Members who do properly opt out of the Settlement shall not be bound by the terms of the Settlement, shall not be allowed to object to this Settlement, and shall not be entitled to any benefits as a result of this Settlement, including payment of any Individual Settlement Amount (defined below), except a portion of the PAGA Payment, if applicable, in the estimated amount of [\$_____]. Current and former non-exempt employees of Seven Ninety Two Company, Inc. employed in California at any time from March 11, 2020 up to and including May 15, 2022 have no right or ability to opt out of the portion of this Settlement releasing Labor Code Private Attorneys General Act of 2004 ("PAGA") claims. The Settlement Administrator's address is below:

[Address]

3. **PROVIDED YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS, YOU MAY OBJECT TO THE SETTLEMENT.** You may object to the Settlement by mailing a written objection ("Objection") to the Settlement Administrator, on or before [TBD], to the address listed in section II.2 above. The Objection must (1) contain your full name, dates of employment as an employee of Defendant, and signature; (2) the case name and number of the action (*Jose Ceron v. Seven Ninety Two Company, Inc., et al.*); (3) the reason(s) for the objection (if any); and (4) identify any counsel representing you in connection with the Objection. You may attend the Settlement Hearing (defined below), including by audio or visual technology, and may ask to speak regarding your objections, regardless of whether you submitted an Objection. More information can be found at www.cc-courts.org. If you take no action, you will remain a member of the Class. A Class Member who does not opt out of participation in the Settlement will be bound by the judgment and be issued payment under the Settlement (defined below). If you remain a member of the Class, you will be represented by the following attorneys who have been designated by the Court as Class Counsel:

Edwin Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

INFORMATION REGARDING FINAL APPROVAL HEARING. The Final Approval Hearing determines whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the Service Award (defined below) to Plaintiff Jose Ceron, Administration Expenses (defined below) to the Settlement Administrator, and attorneys' fees and costs to Class Counsel should be awarded. That hearing will be held on [TBD] at [TBD] before the Hon. William F. Highberger, in Department 10 of the Los Angeles Superior Court located at Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012 ("Settlement Hearing"). Face masks are strongly recommended inside all Los Angeles County courthouses.

If the Court enters judgment based on the Settlement (defined below), the judgment will be posted on the Settlement Administrator's website. The Settlement Administrator's website address is [Website Address].

You are not required to attend the Settlement Hearing, although you are welcome to attend the hearing.

III. WHAT THE CASE IS ABOUT:

On behalf of himself and on behalf of other employees, Jose Ceron ("Class Representative" or "Plaintiff") claims that Defendant has, with respect to Plaintiff and the Class Members, allegedly violated provisions of the California Labor Code and wage and hour laws, by failing to properly pay minimum wages; failing to pay overtime compensation; failing to provide meal periods; failing to authorize and permit rest breaks; failing to indemnify necessary business expenses; failing to timely pay final wages at termination; failing to timely pay wages during employment; failing to keep requisite payroll records, failing to provide accurate itemized wage statements; failing to reimburse business expenses and unfair business practices. Plaintiff also seeks civil penalties under PAGA arising from or relating to Labor Code sections §§ 201, 202, 203, 204, 226, 226(a), 226(e), 226(h), 226.7, 226.7(c), 510, 512, 512(a), 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 2800, and 2802, including any federal counterparts, California Code of Civil Procedure §§ 382 & 1021.5, California Business and Professions Code section 17200, et seq., and any IWC Wage Orders. On behalf of himself and other employees of Defendant, Plaintiff seeks, *inter alia*, damages, unpaid wages, penalties, attorneys' fees, and interest for alleged wage and hour violations. Plaintiff alleges that Defendant employed him and the Class Members.

Defendant vehemently denies the Class Representative's allegations. Defendant adamantly denies each, every, and all of the allegations of the lawsuit, and maintains that it complied with all California wage and hour laws, such that the Class Representative cannot properly recover any damages including but not limited to civil penalties under California law. Although Defendant denies these allegations, Defendant has chosen to resolve the matter based upon the terms and conditions set forth in the Joint Stipulation and Agreement for Class and Representative Action Settlement and Release ("Settlement Agreement" or "Settlement"). The Court will determine whether or not to grant final approval of the Settlement.

The Settlement provides for the certification, for settlement purposes only, of all current and former non-exempt employees of Seven Ninety Two Company, Inc. who worked in the State of California at any time from February 10, 2017 up to and including May 15, 2022.

IV. THE SETTLEMENT OF THE CLAIMS:

On January 14, 2022, the parties participated in a full-day mediation in Los Angeles before an employment law mediator, Eve Wagner. The parties were able to resolve the matter subsequent to the mediation and agreed to the Settlement Agreement.

The Class Representative and Class Counsel believe the Settlement is in the best interest of the Class (defined below).

Through the Settlement, neither Defendant nor any of its employees have admitted any liability or wrongdoing and, in fact Defendant expressly denies any wrongdoing. The Court did not decide in favor of Plaintiff or Defendant. The Settlement Agreement has been preliminarily approved by the Court. A full copy of the Settlement Agreement, embodied in the document entitled "**JOINT STIPULATION AND AGREEMENT FOR CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE**" as preliminarily approved by the Court, as well as other public documents filed in this case, can be inspected in the Office of the Court Clerk located at 111 North Hill Street, Los Angeles, CA 90012.

V. THE TERMS OF THE CONDITIONAL CLASS ACTION SETTLEMENT:

On behalf of the Class Members, the Class Representative has reached a Settlement with Defendant and on [TBD] the Court conditionally certified a class, for settlement purposes only, comprised of the following persons (collectively, the "Class"):

All current and former non-exempt non-exempt employees of Defendant who worked in the State of California at any time from February 10, 2017 up to and including May 15, 2022.

Without admitting liability, Defendant has agreed to pay \$695,000.00 (the "Gross Settlement Amount") for a release of Defendant and all Released Parties (defined below) from the Released Claims (defined below) (see below for more

information). This is a non-reversionary settlement. Settlement Class Members will be bound by the Settlement and will release Defendant and all Released Parties (defined below) from the Released Claims (defined below) (see below for more information).

This Settlement is conditioned upon the Superior Court of the State of California for the County of Los Angeles, entering an order at or following the Settlement Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Class.

The following payments will be sought, subject to final approval by the Court, from the Gross Settlement Amount:

- (1) Payment in the amount of up to \$7,500.00 to the Class Representative (“Service Award”) in addition to the sum that he will receive as a Settlement Class Member, to compensate him for acting on behalf of the Class, including the time she expended to fulfill the role of Class Representative (e.g., assisting with the investigation of the claims, etc.);
- (2) Payment to the Settlement Administrator for the fees and costs of administering this Settlement (“Administration Expenses”), in the estimated maximum amount of \$10,000.00;
- (3) Payment in an amount of \$100,000 for penalties pursuant to the California Labor Code Private Attorney General Act of 2004 (“PAGA”), of which 75% of the amount (\$75,000.00) will be distributed to the California Labor Workforce and Development Agency (“LWDA”) and the remaining 25% of the amount (\$25,000.00) of the penalties will be distributed to current and former non-exempt employees of Seven Ninety Two Company, Inc. employed in California at any time from March 11, 2020 up to and including May 15, 2022;
- (4) Payment in an amount of up to \$243,500.00 to Class Counsel as attorneys' fees, to compensate them for their services in litigating this case on a contingency basis; and
- (5) Payment in an amount of up to \$25,000.00 to Class Counsel, to reimburse Class Counsel for actual litigation costs and expenses expended in this matter by Class Counsel.

The “Net Settlement Amount” is the Gross Settlement Amount less the above-mentioned requested payments, which are subject to final approval by the Court and which are not inclusive of Defendant’s share of state and federal employment and payroll taxes and withholdings. The Net Settlement Amount will be automatically distributed to Settlement Class Members, and these gross individual shares are known as the “Individual Settlement Amount.” The Individual Settlement Amount for each Settlement Class Member shall be determined on a *pro rata* basis based on his or her number of Workweeks (defined below) as compared to the total Workweeks of all Settlement Class Members. Workweeks are calculated by determining the number of days between the Settlement Class Member’s start and end dates of employment from February 10, 2017 up to and including May 15, 2022 and then dividing by seven (7). If a Settlement Class Member was hired prior to February 10, 2017, then his or her “start date” will be February 10, 2017.

VI. WHAT IS YOUR EXPECTED SHARE:

As discussed above, the Net Settlement Amount will be automatically distributed to Class Members who do not opt out of this Settlement, based on their respective number of Workweeks.

Defendant’s records reflect that you worked [insert number of workweeks] workweeks during the Class Period, and based on this number of Workweeks, your gross Individual Settlement Amount is estimated to be [insert estimated amount].

If you wish to dispute the number of Workweeks attributed to you, you may do so by submitting a written dispute (“Workweeks Dispute”) to the Settlement Administrator at the address listed in section II.2 (above), postmarked on or before [TBD]. A Workweeks Dispute must state: (a) your full name, address, telephone number, last four digits of your social security number, and signature; (b) the case name and number of the action (*Jose Ceron v. Seven Ninety Two Company, Inc., et al.*); (c) contain a statement indicating your intent to dispute or challenge the number of Workweeks credited to you and clearly identify the number of Workweeks you contend should be credited to you; and (d) include any records or documentation to support the Workweeks Dispute.

The amount stated herein as your estimated Individual Settlement Amount may change depending on the number of Class Members who do not opt-out and the Court's order with respect to the requests for attorneys' fees, litigation costs

and expenses, award to class representative, administration expenses, and PAGA payment. Further, your gross Individual Settlement Amount will be allocated as 10% wages (reported on an IRS Form W-2), and 90% interest and penalties (reported on an IRS Form 1099). The wage portion is subject to employee's and employer's share of state and federal employment and payroll taxes and withholdings prior to distribution.

VII. WHEN CAN I EXPECT TO RECEIVE MY SHARE OF THE SETTLEMENT:

The Settlement Administrator will distribute the settlement funds after funding has occurred and after the Court enters the final approval order and judgment.

Within 10 days after the Settlement Administrator deposits the Gross Settlement Amount into a qualified settlement account, the Settlement Administrator shall distribute the payments as follows: the Individual Settlement Payments to Settlement Class Members, Service Award to Class Representative, LWDA payment, Administration Expenses to the Settlement Administrator, and attorneys' fees, costs and Expenses to Class Counsel, all in the Court-approved amounts.

VIII. RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

If the Court grants final approval of the Settlement and the Gross Settlement Amount is fully funded, Class Members who do not Opt Out of the Settlement, will release, discharge, and agree to hold harmless the Released Parties (defined below), and each of them, of and from any and all Released Claims (defined below).

"Released Parties" shall mean Defendant Seven Ninety Two Company, Inc., IHOP #792, and all of their respective current and former parents, subsidiaries, predecessors, successors, and their affiliated entities, and each of their respective owners, officers, directors, employees, partners, shareholders, agents, and any other successors, heirs, assigns, legal representatives, any attorneys, insurers, and claims representatives..

"Action" means the case titled *Ceron v. Seven Ninety Two Company, Inc.*, filed on February 10, 2021, in the Los Angeles County Superior Court, and assigned Case No. 21STCV053560.

"PAGA Notice" means Plaintiff's letter to Defendant and the LWDA, dated March 11, 2021, LWDA Case No. LWDA-CM-825163-21, providing notice pursuant to Labor Code § 2699.3, subd.(a).

"Released Claims" include any and all federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description arising from any and all claims that were alleged or could have been alleged in the Complaints based on the facts contained therein, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, including without limitation, California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(e), 226(h), 226.7, 226.7(c), 510, 512, 512(a), 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 2800, and 2802, including any federal counterparts, California Code of Civil Procedure §§ 382 & 1021.5, California Business and Professions Code section 17200, et seq., any IWC Wage Orders, any claims for (1) Violation of Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code § 226.7 (unpaid rest periods); (4) violation of Labor Code §§ 1194, 1197, 1197.1 (unpaid minimum wages); (5) violation of Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of Labor Code § 204 (wages not timely paid during employment); (7) violation of Labor Code § 226(a) (non-compliant wage statements); (8) violation of Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (10) violation of California Business & Professions Code §§ 17200, et seq.; and (11) violation of Labor Code § 2698, et seq.

The Released Claims include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. § 211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Action and/or PAGA Notice or that could have been alleged in the Action and/or PAGA Notice; California Civil Code §§ 474, 3287, 3288, 3289; California Code of Civil Procedure sections 382, 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

The following language will be printed on the reverse of each settlement payment check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law.

In connection with the above Released Claims, and in consideration of Defendant’s payments of the Gross Settlement Amount, each and every Class Member who does not Opt Out, including Plaintiff, will be deemed also to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to Defendant and the Class Members because there is a good faith dispute as to whether any wages are due at all to any Class Member. California Labor Code section 206.5 provides in pertinent part as follows:

AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES HAS BEEN MADE.

IX. RELEASE OF CLAIMS OF PAGA GROUP MEMBERS:

If the Court grants final approval of the Settlement and the Gross Settlement Amount is fully funded, each PAGA Group Member (defined below) and Plaintiff, each release, discharge, and agree to hold harmless the Defendant of and from any and all Released PAGA Claims (defined below).

“PAGA Group Member(s)” means all current and former non-exempt employees of Seven Ninety Two Company, Inc. employed in California at any time from March 11, 2020 through May 15, 2022.

“Released PAGA Claims” include any and all Released Claims arising under the Private Attorneys General Act, California Labor Code Section 2698, et seq., including but not limited to the LWDA Notice, dated March 11, 2021, LWDA Case No. LWDA-CM-825163-21, and any and all civil penalties under PAGA arising from or relating to alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., 2699 et seq., 2699.3, 2699.5; California Code of Regulations, Title 8, Section 11010 et seq.; and Industrial Welfare Commission Wage Order, including inter alia Wage Orders 4-2001 and 5-2001.

X. HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice is only a summary of the class action lawsuit and the associated Settlement. For more information, you may inspect the Court files and the Settlement Agreement at the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012.

You may also contact Class Counsel, Settlement Administrator, and/or Defendant’s Counsel for more information:

Class Counsel: Arby Aiwarzian (SBN 269827) Joanna Ghosh (SBN 272479) Brian St. John (SBN 304112) LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203 Telephone: (818) 265-1020 Facsimile: (818) 265-1021 arby@calljustice.com	Defendant’s Counsel: Beth Kahn, Esq. Beth Kahn, Esq. Matthew Richardson, Esq. MUSICK, PEELER & GARRETT LLP 333 South Hope Street, Suite 2900 Los Angeles, CA 90071 Telephone: (213) 629-7600 Facsimile: (213) 624-1376 b.kahn@musickpeeler.com
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joanna@calljustice.com brian@calljustice.com	m.richardson@musickeeler.com
Settlement Administrator: [Address] [Telephone] [Facsimile] [Email]	

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.