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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

SUPER DUPER BURGERS WAGE AND
HOUR CASES

Included actions:

Martinez v. Back of the House, Inc., et al.,
No. RG21113642 (Alameda County Super. Ct.)

Martinez v. Back of the House, Inc., et al.,
No. CGC-21-594380 (San Francisco County
Super. Ct.)

Lopez v. Back of the House, Inc., et al.,
No. CGC-19-579624 (San Francisco County
Super. Ct.)

Judicial Council Coordination Proceeding No.:
CJC-22-005249

Honorable Ethan P. Schulman
Department 304

CLASS ACTION

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

Date: July 1, 2024
Time: 9:00 a.m.
Department: 304

1 This matter has come before the Honorable Ethan P. Schulman in Department 304 of the
2 Superior Court of the State of California, for the County of San Francisco, on July 1, 2024 at 9:00
3 a.m. for Plaintiff Erickson Martinez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
4 Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff. Gordon Rees Scully
5 Mansukhani, LLP appears as counsel for Defendants Back of the House, Inc.; EBurger, LLC;
6 JBurger, LLC; Mission 98 Super, LLC; MBurger, LLC; 2355 Telegraph Ave, LLC; The Veranda
7 Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; MetBurger, LLC;
8 Super Novato, LLC; Super Los Gatos, LLC; KBurger, LLC; Adriano Paganini; and Edmondo Sarti
9 (together, “Defendants”).

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
12 Preliminary Approval of Class Action Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
15 Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”),
16 attached as “EXHIBIT 1” to the Declaration of Vartan Madoyan in Support of Plaintiff’s Motion for
17 Preliminary Approval of Class Action Settlement. This is based on the Court’s determination that
18 the Settlement appears to fall within the range of possible approval as fair, adequate, and reasonable.

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

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

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

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

22 All current and former hourly-paid or non-exempt employees who worked for any
23 of the Defendants or Employers at a Super Duper Burgers restaurant within the State
24 of California at any time during the period from September 16, 2015 to the date on
25 which the Court enters this Order, except for those employees who entered into
26 releases of the claims asserted in the Action prior to full execution of the Parties'
27 Memorandum of Understanding.

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

1 8. The Court provisionally appoints Plaintiff Erickson Martinez as the representative
2 of the Class (“Class Representative”).

3 9. The Court provisionally appoints CPT Group, Inc. (“Settlement Administrator”)
4 handle the administration of the Settlement.

5 10. Within twenty (20) calendar days after the date on which the Court enters this Order,
6 Defendants will provide the Settlement Administrator the following most up-to-date information
7 about each Class Member formatted in a readable Microsoft Office Excel spreadsheet: (a) full
8 name; (b) last-known mailing address; (c) Social Security number; (d) total number of Workweeks
9 during the Class Period; (e) total number of Workweeks during the PAGA Period; and (f) such
10 other information as is necessary for the Settlement Administrator effectuate the terms of the
11 Settlement (collectively, “Class Data”) in conformity with the Settlement Agreement.

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

26 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
28 to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with

1 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
2 than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to
3 Class Members ("Response Deadline"). The Response Deadline shall be extended by fifteen (15)
4 calendar days for any mailings returned to the Settlement Administrator by the Response Deadline.
5 Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement
6 will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or
7 have any right to object, appeal, or comment thereon. Class Members who have not submitted a
8 valid and timely Request for Exclusion (i.e., Participating Class Members) shall be bound by the
9 Settlement Agreement and any final 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 304 of the San Francisco County Superior Court, located at 400 McAllister Street, San
13 Francisco, CA 94102, to determine all necessary matters concerning the Settlement, including:
14 whether the proposed settlement of the action on the terms and conditions provided for in the
15 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
16 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 determine whether to finally approve the requests for the Class Counsel Fees Payment
19 and Litigation Expenses Payment, Class Representative Service Payment, and Settlement
20 Administration Expenses.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
22 Counsel Fees Payment and Litigation Expenses Payment, Class Representative Service Payment,
23 and Settlement Administration Expenses, along with the appropriate declarations and supporting
24 evidence, including the Settlement Administrator's declaration, at least sixteen (16) court days prior
25 to the Final Approval Hearing, to be heard at the Final Approval Hearing.

26 15. To object to the Class Settlement, a Participating Class Member may either submit
27 his or her objection in writing to the Settlement Administrator on or before the Response Deadline,
28 or may appear individually or through counsel of his or her choice, paid at his or her own expense,

1 and be heard at the Final Approval Hearing if he or she wishes to do so. The Objection must be
2 signed and must contain the information that is required, as set forth in the Class Notice, including
3 and not limited to the grounds for the 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 Hon. Ethan P. Schulman
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

JCCP Case No. 5249 Super Duper Burgers Wage and Hour Cases

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you are a current or former employee of a Super Duper Burgers restaurant in California between September 16, 2015 through [date of Preliminary Approval], and a class action settlement described in this letter may affect your rights. You may be eligible to take part in the class action settlement reached in the above-referenced cases.

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 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.

A court authorized this notice. This is not a solicitation from a lawyer.

WHY YOU ARE GETTING THIS NOTICE : A class action settlement has been reached between Plaintiff Erickson Martinez ("Plaintiff Martinez") and Defendants Back of the House, Inc.; EBurger, LLC; JBurger, LLC; Mission 98 Super, LLC; MBurger, LLC; 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; KBurger, LLC; Adriano Paganini; and Edmondo Sarti (together, "Defendants") (Plaintiff Martinez and Defendants are collectively referred to as the "Parties") in the class action cases, which have been coordinated under Judicial Council Coordination Proceeding No. 5249 (Superior Court of California, County of San Francisco Case No. CJC-22-005249): *Erickson Martinez v. Back of the House, Inc., et al.*, Case No. CGC-21-594380 pending in the Superior Court of the State of California, County of San Francisco; *Erickson Martinez v. Back of the House, Inc., et al.*, Case No. RG21113642 pending in the Superior Court of the State of California, County of Alameda; and *Magaly Olayo Lopez v. Back of the House, Inc., et al.*, Case No. CGC-19-579264 pending in the Superior Court of the State of California, County of San Francisco (together, the "Actions"), 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" all current and former hourly-paid or non-exempt employees who worked for any of the Defendants or Employers at a Super Duper Burgers restaurant within the State of California at any time during the Class Period, except for those employees who have already entered into releases of the claims asserted in the Actions prior to October 19, 2023.

"Class Member" means a member of the Class.

"Class Period" means the time period from September 16, 2015 through [date of Preliminary Approval].

"PAGA Group Member(s)" means all current and former hourly-paid or non-exempt employees who worked for any of the Defendants or Employers at a Super Duper Burgers restaurant within the State of California at any time during the PAGA Period, except for those employees who have already entered into releases of the claims asserted in the Actions prior to October 19, 2023.

"PAGA Period" means the period from May 17, 2018 through [date of Preliminary Approval].

II. BACKGROUND OF THE ACTIONS

On September 16, 2019, Plaintiff Magaly Olayoy Lopez (“Plaintiff Lopez”) filed a Class Action Complaint (“*Lopez* Complaint”) against Defendants Back of the House, Inc., Mission 98 Super, LLC, MBurger, LLC, and JBurger, LLC in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-19-579264. On December 19, 2019, Defendants Back of the House, Inc., Mission 98 Super, LLC, MBurger, LLC, and JBurger, LLC filed an Answer to the *Lopez* Complaint. On July 16, 2020, Plaintiff Lopez filed an Amendment to the *Lopez* Complaint, thereby adding the following additional Defendants: 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; EBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; and KBurger, LLC. On December 14, 2020, Defendants 2355 Telegraph Ave, LLC; The Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC; EBurger, LLC; MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; and KBurger, LLC filed an Answer to the *Lopez* Complaint.

On August 9, 2021, Plaintiff Martinez filed a Class Action Complaint for Damages (“Martinez Class Complaint”) against Defendants Back of the House, Inc., EBurger, LLC, and JBurger, LLC in the Superior Court of the State of California for the County of San Francisco, Case No. CGC-21-594380. (“*Martinez* Class Action”) On September 22, 2021, Plaintiff Martinez filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants Back of the House, Inc., EBurger, LLC, Adriano Paganini, and Edmondo Sarti for penalties under the California Private Attorneys General Act in the Superior Court of the State of California for the County of Alameda, Case No. RG21113642. (“*Martinez* PAGA Action”). On December 3, 2021, Defendants Back of the House, Inc., EBurger, LLC, and JBurger, LLC filed an Answer to the Martinez Class Action Complaint. On December 3, 2021, Defendants Back of the House, Inc., EBurger, LLC, Adriano Paganini, and Edmondo Sarti filed an Answer to the *Martinez* PAGA Complaint.

On September 15, 2022, the Court entered the Order Granting Petition for Coordination, thereby coordinating the *Lopez* Action, *Martinez* Class Action, and *Martinez* PAGA Action in the coordinated proceeding entitled Super Duper Burgers Wage and Hour Cases in the Superior Court of the State of California for the County of San Francisco, Case No. CJC-22-005249 and Judicial Council Coordination Proceeding No. 5249 (i.e., Action).

On January 13, 2023, Plaintiff Martinez and Plaintiff Lopez filed the Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendants in the Action. On March 17, 2023, Defendants filed an Answer to the Operative Complaint.

Plaintiffs allege 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 compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* Plaintiffs seek, 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 Actions and deny that they violated any laws.

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

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Administrator], as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Erickson Martinez representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

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Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
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If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the 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.

Because this Settlement resolves claims brought pursuant to PAGA by Plaintiffs acting as a representative and as a Private Attorney General of and for the State of California and the Labor and Workforce Development Agency (“LWDA”), a PAGA Group Member cannot opt out of the release of the claims for PAGA civil penalties set forth in the Settlement Agreement. All PAGA Group Members will release the Released PAGA Claims, and will be paid their respective shares of the PAGA Fund.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, and PAGA Group Members. Plaintiff Martinez 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. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

Defendants maintain that they complied at all times with California law, and denies that they did anything wrong. Defendants disputed and still dispute the claims made against them.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (which is presently estimated to be \$266,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) (together, “Class Counsel Fees Payment and Litigation Expenses Payment”) to Class Counsel; (2) Service Payment in an amount up to Ten Thousand Dollars (\$10,000) to Plaintiff Martinez for his services in the Actions; (3) Fifty Thousand (\$50,000.00) (“PAGA Payment”), with Seventy-Five Percent (75%) or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) of the PAGA Settlement Amount to be paid to the LWDA (“LWDA Payment”) and Twenty-Five Percent (25%) or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) (“PAGA Group Member Amount”) to be paid to PAGA Group Members; and (4) Settlement Administration Expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), to the Settlement Administrator.

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of Workweeks each Class Member worked in an hourly-paid or non-exempt position at a Super Duper Burgers restaurant during the Class Period, excluding periods of time when Class Members’ employment were separated or the businesses were closed based on COVID-19 related closures (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (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 Share.

Similarly, PAGA Group Members are entitled to receive payment under the Settlement of their *pro rata* share of the PAGA Group Member Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Group Member worked in an hourly-paid or non-exempt position at a Super Duper Burgers restaurant during the PAGA Period, excluding periods of time when PAGA Group Members’ employment were separated or the businesses were closed based on COVID-19 related closures.

The Settlement Administrator will divide the PAGA Group Member Amount by the Workweeks of all PAGA Group Members during the PAGA Period to yield the “PAGA Workweek Value”, and multiply each PAGA Group Members’ individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she is eligible to receive under the Settlement.

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, interest, and non-wage damages, which will be reported on an IRS Form 1099, if applicable. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of the Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099, if necessary; the Settlement Administrator will not undertake any withholding with respect to the Individual PAGA Payment.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and PAGA Group 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 Defendants’ Records

According to Defendants’ records:

From September 16, 2015 through [date of Preliminary Approval] (i.e., Class Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”), which must: (1) contain the case name and number of the Action; (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) clearly state that you dispute the number of Workweeks credited to you and state the number of Workweeks you believe are correct; and (5) attach any documentation to support the dispute; and (6) is returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment

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

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

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff Martinez, all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Participating Class Members), and the State of California with respect to PAGA Group Members and PAGA Group Members will be deemed to have fully, finally and forever released settled, compromised, relinquished, discharged all Released Parties of any and all Released Class Claims and Released PAGA Claims. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The definition of Released Class Claims shall not be limited in any way by the possibility that Plaintiff Martinez or Participating Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Actions but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims

“Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of action of any nature or description, under state, federal, or local law, that were alleged in the operative complaint in the Actions, or reasonably could have been alleged based on the factual allegations contained in the operative complaint in the Actions, arising during the Class Period, including claims for failure to pay all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 7-2001, unfair business practices in violation of California Business & Professions Code § 17200 et seq. based on the aforementioned, and all damages, penalties, interest, and other amounts recoverable under the aforementioned claims, causes of action, or legal theories of relief. Plaintiff Martinez and Participating Class Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released Class Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

“Released PAGA Claims” means any and all causes of action that were alleged in the operative complaint in the Actions and Plaintiff Martinez and Plaintiff Lopez’s LWDA Letters, or reasonably could have been alleged based on the factual allegations contained in the operative complaint in the Actions and Plaintiff Martinez and Plaintiff Lopez’s LWDA Letters, arising during the PAGA Period, for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq., for Defendants’ alleged failure to pay all wages due (including minimum, regular, and overtime wages), failure to provide proper meal periods and to properly provide associated premium pay, failure to provide proper rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 7-2001.

“Released Parties” means Back of the House, Inc., EBurger, LLC, JBurger, LLC, Mission 98 Super, LLC, MBurger, LLC, 2355 Telegraph Ave, LLC, The Veranda Super, LLC, 5399 Prospect Road, LLC, Super Emeryville, LLC, DBurger, LLC, MetBurger, LLC, Super Novato, LLC, Super Los Gatos, LLC, KBurger, LLC, 117 New Montgomery, LLC, 3401 California Street, LLC, Super Napa, LLC, Super Serramonte, LLC, Geary Mas, LLC, Adriano Paganini, and Edmondo Sarti, and each of their past, present and/or future parent companies, partners, subsidiaries, affiliates, divisions, related companies, successors, and predecessors, as well as their respective past,

present and future owners, officers, directors, shareholders, employees, agents, members, managers, principals, representatives, accountants, auditors, consultants, insurers and reinsurers, investors, lenders, administrators, company-sponsored employee benefit plans, assigns, joint venturers, and attorneys, both individually and in their official capacities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

E. Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (which is presently estimated to be \$266,666.67) and reimbursement of litigation costs and expenses in an amount of up to Fifteen Thousand Dollars (\$15,000.00), subject to approval by the Court. All Class Counsel Fees Payment and Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

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

F. Service Payment to Plaintiff Martinez

Plaintiff Martinez will seek the amount of Ten Thousand Dollars (\$10,000) ("Service Payment"), in recognition of his services in connection with the Actions. The Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and, if awarded, will be paid to Plaintiff Martinez in addition to any payment he is entitled to under the Settlement.

G. Settlement Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirty Thousand Dollars (\$30,000.00) ("Settlement Administration Expenses") for the costs of the notice and settlement administration process, including but not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. If You Do Nothing, You Will Participate in the Settlement

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

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 Class Claims described in Section III.D above.

B. Request Exclusion from the Class Settlement, You Will Not Participate in the Class Settlement

If you do not wish to participate in the Class Settlement, you must submit a written request ("Request for Exclusion"), that must: (1) contain the case name and number of the Action; (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; and (4) clearly state that the you request to be excluded from the Class Settlement (5) be returned by mail to the Settlement Administrator, 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 submits a timely and valid Request for Exclusion from the Class Settlement will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. 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 the contemplated judgment to be entered by the Court, if the Court grants final approval of the Settlement. If you submit a timely and valid Request for Exclusion will retain your right to pursue your claims against in a separate action/proceeding.

PAGA Group Members may not opt-out of the PAGA Settlement and will still be paid their respective share of the PAGA Group Member Amount.

C. If You Object to the Class Settlement, You Remain Part of the Class and Participate in the Class Settlement

You may object to the terms of the Class Settlement only if you have not submitted a Request for Exclusion from the Class Settlement, by submitting either a written objection to the Settlement Administrator (“Objection”) or presenting your objection orally at the Final Approval Hearing, without any prior notice. You may not object to the Class Settlement if you submitted a Request for Exclusion from the Class Settlement (i.e., you **may not** submit **both** a Request for Exclusion **and** an Objection). If you submit **both** a Request for Exclusion **and** an Objection, the Settlement Administrator will honor the submission that is received **first** and disregard the other.

A written objection must either be submitted orally at the Final Approval Hearing or, if submitted in writing prior to the Final Approval Hearing, must: (1) contain the case name and number of the Action; (2) state your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) clearly set forth the grounds for the objection; (5) attach any documentation that the objection is based upon; and (6) identify any counsel representing you with respect to the objection; and (7) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than** **Response Deadline**.

If the Court rejects your Objection, you are still entitled to participate in the Settlement.

DEFENDANTS WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THEIR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 304 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, California 94102, 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 Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel, Service Payment to Plaintiff Martinez, and Settlement Administration Expenses 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.

You can find information about appearing remotely through CourtCall online at: <https://courtcall.com/schedule/>.

Please note, due to COVID-19, there are limitations on personal appearances, but telephonic appearances are available. You can visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://sf.courts.ca.gov/>. Please note, there may be deadlines to reserve a remote appearance and reservation 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 documents filed in the Actions for free by visiting the civil clerk's office, located at 400 McAllister St., Room 103, San Francisco, California 94102, during business hours, or online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information>, clicking "Access Now" under Case Query and typing in the Court Case Number "CJC-22-005249."

PLEASE DO NOT TELEPHONE THE COURT, THE JUDGE, 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.