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

YASMINE RAMIREZ BARAHONA,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

vs.

CARL'S JR. 800 INC., a California
corporation; BJ MART, LLC, an unknown
business entity; BR MART, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Lead Case No.: 21STCV20100
Related to Case No. 21STCV33550

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

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

Date: September 26, 2023
Time: 10:00 a.m.
Department: SSC6

Complaint Filed: May 27, 2021
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the Superior
2 Court of the State of California, for the County of Los Angeles, on September 26, 2023 at 10:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appear as counsel for Plaintiff Yasmine Ramirez Barahona a/k/a Jasmine Ramirez
5 ("Plaintiff"), individually and on behalf of all others similarly situated and other aggrieved
6 employees and Bitton & Associates appear as counsel for Defendants Carl's Jr. 800 Inc., Carl's Jr.
7 7140 Inc., BJ Mart, LLC, BR mart, Inc., Jasper Rodd, and Behnam Rodd (together, "Defendants").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
14 the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and 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 the
19 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 conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the cases. It further appears that the Settlement has been reached as the result of intensive, serious
26 and non-collusive, arms-length negotiations, and was entered into in good faith.

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

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

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

22 All current and former hourly-paid or non-exempt employees of Defendants in
23 California employed between May 27, 2017 through the date of this Order.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Yasmin
25 Hosseini of Lawyers *for* Justice, PC as counsel for the Settlement Class (together, "Class Counsel").

26 8. The Court provisionally appoints Plaintiff Yasmine Ramirez Barahona a/k/a
27 Jasmine Ramirez as the representative of the Settlement Class ("Class Representative").

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

1 10. Within thirty (30) calendar days of the date on which the Court enters this Order,
2 Defendants will provide the Settlement Administrator with the following information about each
3 Class Member and Aggrieved Employees: full name, last known mailing address, Social Security
4 Number, dates worked for Defendants during the Class Period and, if applicable, during the PAGA
5 Period, and dates worked for Defendants during the period May 27, 2017 to the date of this Order
6 and such other information and data as necessary for the Settlement Administrator to independently
7 calculate the Workweeks (collectively, "Class List") in conformity with the Settlement Agreement.

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

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a written letter in conformity with
24 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
25 than the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class
26 Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline
27 shall be extended by fifteen (15) calendar days from the original deadline. Any such person who
28 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 Settlement or have any right to object, appeal, or comment thereon. All Aggrieved Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment regardless of their decision to participate in the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion from the Class 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 SSC6 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 Costs, Enhancement Award, and Settlement Administration Costs.

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

15. To object to the Class Settlement, a Settlement Class Member may submit a written objection in writing to the Settlement Administrator on or before the Response Deadline or directly present his or her objection orally to the Court at the Final Approval Hearing. The Notice of Objection must be signed and must contain the 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 Defendants as an admission or indication with respect to any claim of any fault or omission by

Defendants. 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 Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants 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 Elihu M. Berle
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Barahona v. Carl's Jr. 800 Inc., et al.
Ramirez v. Carl's Jr. 800 Inc., et al.
Superior Court of California for the County of Los Angeles
Case Nos. 21STCV20100 and 21STCV33550

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Yasmine Ramirez Barahona a/k/a Jasmine Ramirez ("Plaintiff") and Defendants Carl's Jr. 800 Inc., Carl's Jr. 7140 Inc., BJ Mart, LLC, BR Mart, Inc., Jasper Rodd, and Behnam Rodd ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the cases entitled *Yasmine Ramirez Barahona vs. Carl's Jr. 800 Inc., et al.*, Superior Court of California for the County of Los Angeles, Case No. 21STCV20100 ("Barahona Class Action") and *Jasmine Ramirez v. Carl's Jr. 800 Inc., et al.*, Superior Court of California for the County of Los Angeles, Case No. 21STCV33550. The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendants in California employed at any time during the PAGA Period.

"Class" means all current and former hourly-paid or non-exempt employees of Defendants in California employed at any time during the Class Period.

"Class Member" means an individual member of the Class.

"Class Period" means the time period from May 27, 2017 through the date of Preliminary Approval.

"Class Settlement" means the settlement and release of the Released Class Claims.

"PAGA Period" means the time period from January 11, 2020 through the date of Preliminary Approval.

"PAGA Settlement" means the settlement and release of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On May 27, 2021, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendants in the Los Angeles County Superior Court, Case No. 21STCV20100 ("Barahona Class Action").

On July 7, 2021, Plaintiff provided written notice by certified mail ("LWDA Notice") to the California Labor & Workforce Development Agency ("LWDA") of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and on the basis for those claims.

On September 10, 2021, Plaintiff filed the Complaint for Enforcement Under the Private Attorneys General Act against Defendants in the Los Angeles County Superior Court, Case No. 21STCV33550 ("Ramirez PAGA Action"), alleging a

single cause of action for civil penalties pursuant to the PAGA, on behalf of the State of California in connection with himself and aggrieved employees.

On January 5, 2022, Defendants filed a Notice of Related Case and on January 6, 2022, the *Barahona* Class Action and the *Ramirez* PAGA Action were deemed related in Los Angeles County Superior Court, with the *Barahona* Class Action being the lead case (together, the *Barahona* Class Action and *Ramirez* PAGA Action are referred to as “Actions”).

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

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

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

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Yasmine Ramirez Barahona a/k/a Jasmine Ramirez as the representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

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

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the 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 Section III below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all Aggrieved Employees will be bound by the PAGA Settlement if the Court grants final approval of the Settlement.

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 Defendants that the claims in the Actions have merit or that the Defendants have any liability to Plaintiff, Class Members, the State of California, and/or Aggrieved Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, Aggrieved Employees, and the State of California. 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.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Four Hundred Thirty-Two Thousand Five Hundred Dollars and Zero Cents (\$432,500.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Settlement

Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$151,375.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Three Thousand Dollars (\$33,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) to Plaintiff for her services in the Actions; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Fifty-Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$56,250.00) for its 75% portion of the PAGA Penalty Amount (“LWDA Payment”) and the remaining 25%, or \$18,750.00, will be payable to the Aggrieved Employees on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., Individual PAGA Payment); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator.

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

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

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount attributed to Aggrieved Employees, i.e., \$25,000.00, (“Individual PAGA Payment”) based on the Aggrieved Employees’ Workweeks during the PAGA Period, which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the PAGA Period, divided by seven (7) and rounding up to the nearest whole number.

The Settlement Administrator has divided 25% of the PAGA Penalty Amount by the Workweeks of all Aggrieved Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below). Aggrieved Employees shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as fifteen percent (15%) wages which will be reported on an IRS Form W2 and eighty-five percent (85%) penalties and interest which will be reported on an IRS Form 1099 (if required). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, resulting a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099-MISC, if necessary.

If the Court grants final approval of the Settlement, following the Effective Date (as defined in the Settlement), Defendant will fund the Settlement by way of three (3) installments:

- Payment 1: The first installment (\$144,166.67) will be due within thirty (30) calendar days of receipt of the Settlement Administrator’s accounting
- Payment 2: The second installment (144,166.67) will be due 7 month after payment of the first installment.
- Payment 3: The third installment (\$144,166.66) will be due 7 months after payment of the second installment.

The timing of the distribution of payments will depend on the date of Final Approval of the Settlement and the date on which Defendants fund the installments.

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

B. Your Workweeks Based on Defendants' Records

According to Defendants' records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e., from May 27, 2017 through the date of the Court's preliminary approval of class settlement.

According to Defendants' records, you have been credited with [REDACTED] Workweeks during the PAGA Period, i.e., from January 11, 2020 through the date of the Court's preliminary approval of class settlement.

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator. The dispute must: (a) contain the case name and number of the *Barahona* Class Action; (b) be signed by the Class Member and/or Aggrieved Employee, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or Aggrieved Employee disputes the number of Workweeks credited to him or her and what he or she contends is the correct number that should be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Settlement Administrator at the specified address listed below (Section IV.B), postmarked on or before **[the Response Deadline]**.

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

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

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

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

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

D. Release of Claims

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

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Releasees from any and all Released PAGA Claims he, she, or it may have or had.

"Released Class Claims" means any and all claims under state, federal, or local law, arising out of the facts alleged in the Actions, arising during the Class Period, including but not limited to claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure

to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California's unfair competition law.

"Released PAGA Claims" means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code § 2698, et seq.), arising out of the facts alleged in the Ramirez PAGA Notice, arising during the PAGA Period, which were claimed or could have been claimed including, but not limited to, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and California Industrial Welfare Commission Wage Orders Nos. 4-2001 and 5-2001 for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

"Released Parties" means Defendants, and all of its present and former parent companies, subsidiaries, and divisions, and their shareholders, directors, officers, agents, employees, attorneys, insurers, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$151,375.00) and reimbursement of litigation costs and expenses not to exceed Thirty-Three Thousand Dollars and Zero Cents (\$33,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Nine Thousand Dollars and Zero Cents (\$9,000.00) ("Enhancement Award"), in recognition of her services in connection with the Actions. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and Aggrieved Employees of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class Settlement

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

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

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

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

B. Request Exclusion from the Class Settlement

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

A Request for Exclusion must: (a) contain the case name and number of the *Barahona* Class Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to be included in the Class Settlement. The Request for Exclusion must be mailed to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked no later than **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

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

C. Object to the Class Settlement

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

The Notice of Objection must: (a) be signed by the Class Member; (b) contain the case name and number of the *Barahona* Class Action; (c) contain the Class Member’s full name, mailing address, telephone number, and the last four digits of their Social Security number; (d) clearly state the factual and legal basis for objecting to the Class Settlement;; (e) indicate whether the Class Member is represented by counsel and identify said counsel; and (f) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing. The Notice of Objection must be mailed to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked on or before **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in **Department 6** of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Actions for a fee by visiting the civil clerk’s office, office during business hours (you must make an appointment prior to visiting the civil clerk’s office), located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, or by online by visiting the following website:

<https://www.lacourt.org/casesummary/ui>.

Please note, due to COVID-19, there are limitations on 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.lacourt.org/>. You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

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

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