

CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff Niklas Miles Goodman (“Plaintiff”) and Defendant Boba Guys, Inc. (“Boba Guys”). The Agreement refers to Plaintiff and Defendant collectively as “the Parties.”

I. DEFINITIONS

1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Boba Guys captioned Niklas Miles Goodman et al v. Boba Guys, Inc. et al (Case No. 21CV383976) initiated on July 2, 2021 and pending in Superior Court of the State of California, County of Santa Clara.
2. “Administrator” means Phoenix Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid by Defendants to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
4. “Aggrieved Employee(s)” means all current and former employees who worked for Boba Guys as an hourly-paid non-exempt employee, including “Bobaristas”, at any time from July 1, 2020, to the date of preliminary approval of this Settlement.
5. “Class” means all current and former employees who worked for Boba Guys as an hourly-paid non-exempt employee, including “Bobaristas”, at any time from July 1, 2017 to the date of preliminary approval of this Settlement.
6. “Class Counsel” means the Arns Davis Law Firm.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
8. “Class Data” means Class Member identifying information in Boba Guys’ possession including the Class Member’s name, last known-address, social security number, email address, and number of Class Period Workweeks.
9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
12. "Class Period" means from the period from July 1, 2017 to the date the Court enters Preliminary Approval of the Settlement.
13. "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
15. "Class Workweek" means the number of calendar weeks during which the Class Members performed work for Boba Guys during the Class Period, as calculated by Defendants.
16. "Court" means the Superior Court of California, County of Santa Clara.
17. "Boba Guys" means named Defendant Boba Guys, Inc.
18. "Defense Counsel" means The Mitzel Group.
19. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
20. "Final Approval" means the Court's order granting final approval of the Settlement.
21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of Settlement.
22. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

23. “Gross Settlement Amount” means \$350,000 which is the total amount Boba Guys agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA payments to Aggrieved Employees, the LWDA Payment, Class Counsel Fees, Class Counsel Expenses, and Class Representative Service Payment.
24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period and PAGA Period.
25. “Individual PAGA Payment” means an Aggrieved Employee’s share of 25% of the PAGA penalties.
26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
27. “LWDA Payment” means the California Labor and Workforce Development Agency’s share of 75% of the PAGA penalties.
28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class and PAGA Payments.
29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
30. “PAGA Class” means all current and former employees who worked for Boba Guys as an hourly paid non-exempt employee, including “Bobaristas”, at any time from July 1, 2020 to the date of preliminary approval of settlement.
31. “PAGA Amount” means the amount of the Gross Settlement Amount allocated towards settlement of the PAGA claim (\$130,000).
32. “PAGA Penalties” mean the total amount of PAGA civil penalties to be paid from the PAGA Amount, allocated 25% to the Aggrieved Employees (\$32,500) and 75% to the LWDA (\$97,500) in settlement of PAGA claims.
33. “PAGA Period” means from the period from July 1, 2020 to the date the Court enters Preliminary Approval of the Settlement.

- 34. “PAGA Workweeks” means the number of calendar weeks during which the Aggrieved Employees performed work for Boba Guys during the PAGA Period, as calculated by Defendants.
- 35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 36. “Plaintiff” means Niklas Miles Goodman, the named plaintiff in the Action.
- 37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.
- 39. “Released Class Claims” means the claims being released as described in Paragraph 58 below.
- 40. “Released PAGA Claims” means all claims for penalties under PAGA released by Plaintiff and Aggrieved Employees as described in Paragraph 59 below.
- 41. “Released Parties” means Boba Guys and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

II. RECITALS

- 45. On July 2, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Boba Guys for alleged unpaid wages, overtime violations, inaccurate wage statements, and failure to provide meal and rest breaks. On October 29, 2021, Plaintiff filed a First Amended Complaint to include claims for civil penalties under the Private Attorney General Act (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative

Complaint.”). Boba Guys denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

46. On November 30, 2022, the Parties participated in an all-day mediation presided over by Honorable George Hernandez which led to this Agreement to settle the Action.
47. Prior to mediation, through investigation and discovery, Plaintiff engaged in formal discovery including form and special interrogatories, document production, and deposition was conducted. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).
48. The Court has not granted class certification. The Parties have not briefed the issue of class certification.
49. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

III. MONETARY TERMS

50. Gross Settlement Amount. Boba Guys promises to pay \$350,000 as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Boba Guys has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 56 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Boba Guys.
51. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - a. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000. Boba Guys will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- b. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$116,655 and a Class Counsel Litigation Expenses Payment of not more than \$7,500. Boba Guys will not oppose requests for these payments provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Boba Guys harmless, and indemnifies Boba Guys, from any dispute or controversy regarding any division or sharing of any of these Payments.
- c. To the Administrator: An Administrator Expenses Payment not to exceed \$16,995 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$16,995 the Administrator will retain the remainder in the Net Settlement Amount.
- d. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eight percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and

liability for any employee taxes owed on their Individual Class Payment.

- ii. **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- e. **LWDA Payment.** Subject to Court approval, the Parties agree that the amount of \$130,000 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff and Aggrieved Employees under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this sum, or \$97,500, will be paid to the LWDA (the “LWDA Payment”) and Twenty-Five Percent (25%), or \$32,500, will be paid to the Aggrieved Employees as Individual PAGA Payments. Each Aggrieved Employee’s share of 25% of the PAGA Penalties will be calculated based on the number of his or her PAGA Workweeks during the PAGA Period. Defendants will calculate the number of PAGA Workweeks for each Aggrieved Employee and the aggregate total number of PAGA Workweeks for all Aggrieved Employees and provide these counts to the Settlement Administrator within twenty-one (21) calendar days of Preliminary Approval. For Aggrieved Employees, a PAGA Workweek will be any week in which an Aggrieved Employee worked for Boba Guys during the PAGA Period. The 25% of the PAGA Penalties will be divided by the aggregate total number of PAGA Workweeks, resulting in the “PAGA Workweek Value.” To determine each Aggrieved Employee’s estimated share of 25% of the PAGA Penalties, the Settlement Administrator will multiply each individual Aggrieved Employee’s PAGA Workweeks by the PAGA Workweek Value. Each Aggrieved Employee will be issued an IRS Form 1099 in connection with these Individual PAGA Payments, which will be counted as penalties rather than wages for tax purposes, and Aggrieved Employees will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this paragraph and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. The Parties agree that the formula described herein is reasonable and that the payments are designed to provide a fair payment to each Aggrieved Employee.

IV. SETTLEMENT FUNDING AND PAYMENTS.

- 52. **Workweeks.** Based on a review of its records to date, Boba Guys estimates there are 1,540 Class Members who collectively worked a total of 191,758 Workweeks

during the Class Period and 1,120 aggrieved employees who collectively worked 127,753 Workweeks during the PAGA period.

53. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Boba Guys will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Boba Guys has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Boba Guys must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
54. Funding of Gross Settlement Amount. Boba Guys shall fund the first half of the Gross Settlement Amount (\$175,000) and fund the amounts necessary to pay Boba Guys' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Court's order granting final approval of this Settlement. The second half of the Gross Settlement Amount (\$175,000) shall be paid within 12 months from the Court's order granting final approval of this Settlement plus interest thereon charged at the legal rate from and after the date of final approval of this Settlement.
55. Payments from the Gross Settlement Amount. Within 14 days after Boba Guys funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.
 - a. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- c. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- d. The payment of Individual Class Payments shall not obligate Boba Guys to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

V. RELEASES OF CLAIMS. Effective on the date when Boba Guys fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

56. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under Paragraph 57, below. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

57. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.
58. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
59. Release by Aggrieved Employees. Plaintiff and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims for PAGA penalties, during the PAGA Period, predicated on the alleged California Labor Code violations (i) asserted in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021) or (ii) arising from, or derivative of, the claims or factual allegations asserted in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021), including those concerning any Defendant's practices regarding payment of wages, meal and rest periods, final pay, wage statements, time statements, and expense reimbursement ("Released PAGA Claims"). The Released PAGA Claims include all claims for penalties, attorneys' fees, litigation costs, interest, and any other relief available under PAGA that Plaintiffs alleged in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021) or could have sought based on the claims and factual allegations alleged in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021). The Release in this paragraph shall apply to all Released PAGA Claims for the PAGA Period. This waiver and release will be final and binding on the Effective Date, and will have every preclusive effect permitted by law.

VI. MOTION FOR PRELIMINARY APPROVAL.

60. The Parties agree Plaintiff and/or Class Counsel will prepare and file an unopposed motion for preliminary approval ("Motion for Preliminary Approval").

61. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; and (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
62. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and filing the unopposed Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
63. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION

64. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administration ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the

Administrator other than a professional relationship arising out of prior experiences administering settlements.

65. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

66. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

67. Notice to Class Members.

- a. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.
- b. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- c. Not later than 5 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- d. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- e. If the Administrator, Boba Guys, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

68. Requests for Exclusion (Opt-Outs)

- a. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 58 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an

Individual Class Payment or have the right to object to the class action components of the Settlement.

69. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

70. Objections to Settlement.

- a. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- b. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- c. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

71. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- a. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion

for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

- b. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- d. Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- e. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the

Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- f. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

VIII. CLASS SIZE ESTIMATES. Based on its records, Boba Guys estimates that, as of the date of this Settlement Agreement, (1) there are 1,540 Class Members who worked 191,758 Total Workweeks during the Class Period and (2) 1,120 aggrieved employees who worked 127,753 total Workweeks during the PAGA Period.

IX. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

72. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

73. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

74. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment,

(ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

75. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

76. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

X. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

XI. ADDITIONAL PROVISIONS.

77. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Boba Guys that any of the allegations in the Operative Complaint have merit or that Boba Guys has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Boba Guys' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Boba Guys reserves the right to contest

certification of any class for any reasons, and Boba Guys reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Boba Guys' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

78. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Boba Guys and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Boba Guys and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
79. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
80. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
81. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Boba Guys, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

82. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
83. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
84. No Tax Advice. Neither Plaintiff, Class Counsel, Boba Guys nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
85. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
86. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
87. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
88. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
89. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
90. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Boba Guys in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not

later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Boba Guys unless, prior to the Court's discharge of the Administrator's obligation, Boba Guys makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

91. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
92. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
93. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
94. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

XII. SIGNATURES

Parties:

Date 11/10/2023



Niklas Miles Goodman
Plaintiff

Date _____

Defendant Boba Guys, Inc.

Approved as to form:

Date 11/10/23

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a smaller 'D' and a final flourish.

Shounak S. Dharap
Counsel for Plaintiffs

Date _____

N. William Metke
Counsel for Defendant

later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Boba Guys unless, prior to the Court's discharge of the Administrator's obligation, Boba Guys makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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XII. SIGNATURES

Parties:

Date _____

Niklas Miles Goodman
Plaintiff

Date 01 / 16 / 2024



Defendant Boba Guys, Inc.

Approved as to form:

Date _____

Shounak S. Dharap
Counsel for Plaintiffs

Date 01 / 17 / 2024



N. William Metke
Counsel for Defendant

EXHIBIT A

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

Goodman v. Boba Guys, Inc.

Case No. 21-CV-383976

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Boba Guys, Inc. ("Boba Guys") for alleged wage and hour violations. The Action was filed by former employee Niklas Miles Goodman ("Plaintiff") and seeks back payment of wages for hours worked overtime and/or during meal and rest breaks by hourly-paid, non-exempt employees of Boba Guys ("Class Members") who worked during the Class Period (July 1, 2017 to [date of preliminary approval]).

The proposed Settlement is a Class Settlement requiring Boba Guys to fund Individual Class and PAGA Payments.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Boba Guys to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Boba Guys.

If you worked for Boba Guys during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Boba Guys.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period employment-related claims against Boba Guys. You cannot request to opt out from the release of released PAGA claims.

Boba Guys will not retaliate against you for any actions taken with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Will Be Included in the Settlement Unless You Opt-Out	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert wage and hour claims that are covered by this Settlement (Released Claims).
You Can Opt Out Opt Out Deadline is [DATE]	If you don't want to fully participate in the proposed Settlement you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7.
You Can Attend the Final Approval Hearing on [DATE]	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8.
You Can Challenge the Calculation of Your Workweeks Submit Your Challenge By [DATE]	The amount of your Individual Class Payment depends on how many workweeks you worked during the Class Period. The number of Class Period Workweeks you worked according to Boba Guys' records is stated on the first page of this Notice. If you disagree with this number, you must challenge the calculation by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff worked as a former hourly, non-exempt employee for Boba Guys. This action alleges Boba Guys violated California labor laws by failing to compensate all hourly employees

all due wages, including overtime compensation, and meal and rest breaks. Plaintiff is represented by attorneys in this action: Arns Davis Law (“Class Counsel”).

Boba Guys strongly denies violating any laws, or failing to compensate all employees properly. Boba Guys believes and contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not yet decided as to whether Boba Guys or Plaintiff is correct on the merits. Instead, Plaintiff and Boba Guys resolved the matter by negotiating this Settlement that is subject to the Court’s approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Boba Guys does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that (1) Boba Guys have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and risks of uncertainties of continued litigation; and (2) Settlement is the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Gross Settlement Payment

Boba Guys will pay \$350,000 to fund the Gross Settlement Amount. Boba Guys have agreed to deposit the Gross Settlement into an account by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Boba Guys will fund the first half of the Gross Settlement Amount (\$175,000) not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The second half of the Gross Settlement Amount (\$175,000) will be paid within 12 months from the Court’s order granting final approval plus interest thereon.

Court Approved Deductions from Gross Settlement Payment

At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$116,655 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$ 7,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- Up to \$5,000 for Niklas Miles Goodman as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Award will be the only monies Plaintiff will receive.
- Up to \$ 16,995 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their claims.

Taxes Owed on Payments to Class Members

Plaintiff and Boba Guys are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiff and Boba Guys have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks

The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

Requests for Exclusion from the Class Settlement (Opt-Outs)

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mailed this Notice (plus an additional 14 days if your Notice was re-mailed), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by this deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Boba Guys.

Administrator

The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, assess claims, make payments, and process Class Members’ Requests for Exclusion. The Administrator’s contact information is contained in Section 9 of this Notice.

Participating Class Members’ Release

After the Judgment is final and Boba Guys have fully funded the Gross Settlement and separately paid all employer payroll taxes on the wage portions, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Boba Guys or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Release by Aggrieved Employees

All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims for PAGA penalties, during the PAGA Period, predicated on the alleged California Labor Code violations (i) asserted in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021) or (ii) arising from, or derivative of, the claims or factual allegations asserted in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021), including those concerning any of Boba Guys’ practices regarding payment of wages, meal and rest periods, final pay, wage statements, time statements, and expense reimbursement (“Released PAGA Claims”). The Released PAGA Claims include all claims for penalties, attorneys’ fees, litigation costs, interest, and any other relief available under PAGA that Plaintiff alleged in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021) or could have sought based on the claims and factual allegations alleged in the Action (including the Operative Complaint and the letter sent to the LWDA on July 1, 2021). The Release in this paragraph shall apply to all Released PAGA Claims for the PAGA Period. This waiver and release will be final and binding on the Effective Date, and will have every preclusive effect permitted by law.

4. HOW WILL MY PAYMENT BE CALCULATED?

Individual Class Payments will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and multiplying the result by each Participating Class Member's Workweeks.

Individual PAGA Payment will be calculated based on the number of his or her PAGA Workweeks during the PAGA Period (July 1, 2020 to [date of preliminary approval]).

If you think the number of your Workweeks is incorrect you have until [DATE] to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to send supporting evidence of your challenge such as pay stubs or other records. The Administrator will accept Boba Guys' calculation of Workweeks based on Boba Guys' records as accurate unless you send copies of records containing contrary information. You should send copies rather originals because documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on your behalf) and Boba Guys' Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

To Participating Class Members, the Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Niklas Miles Goodman et al. v. Boba Guys, Inc.* with the Case Number 21cv383976, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded no later than 60 days from the date of mailing of this notice (plus an additional 14 days if remailed), or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

You cannot request to opt out from the release of released PAGA claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Boba Guys are asking the Court to approve. At least 14 days before the Final Approval Hearing, Class Counsel will file (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. You can view these documents online on the Administrator's website [URL] or the Court's website, <https://traffic.scsccourt.org/> and entering the Case Number, 21-CV-383976.

A Participating Class Member who disagrees with any respect of the Agreement, the Motion for Final Approval and/or the Motion for Fees, Litigation Expenses and Service Award may wish to object. For example, an objection to the fairness of the Settlement Agreement, or the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending a written objection to the Administrator is [date]. Be sure to include 1) your name, address and telephone number; 2) your dates of employment; 3) what you object to and why you object; and 4) the Case name and number (*Goodman v. Boba Guys, Inc.*; Case No. 21-CV-383976).

Alternatively, a Participating Class Member can object (or retain a lawyer at your own cost to object) by attending the Final Approval Hearing. You (or your attorney) should be ready to explain your objection to the Court. See Section 8 of this Notice (below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You are not required to, but you can attend the Final Approval Hearing on [DATE] at [TIME] in Department [XX] of the Santa Clara Superior Court, located at 191 North First Street San Jose, CA 95113. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can appear (or hire an attorney to appear) personally or virtually via Zoom [court zoom link].

9. WHERE CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Boba Guys and Plaintiff promised to do under the Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at [URL]. You can also telephone or email Class Counsel or the Administrator using the contact information below. You can also review the case history on the Superior Court's website at <https://www.sfsuperiorcourt.org/online-services> and entering the Case Number for the action, Case No. 21-CV-383976. **DO NOT CALL THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Arns Davis Law
Shounak S. Dharap (ssd@arnslaw.com)
Katherine A. Rabago (kar@arnslaw.com)
515 Folsom St, 3rd Fl
San Francisco CA 94105
(415) 495 7800

Settlement Administrator:
Phoenix Settlement Administrators
notice@phoenixclassaction.com
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

10. WHAT IF I LOST MY SETTLEMENT CHECK?

If you lose or misplace your check before cashing it, the Administrator can reissue the check only if you request a replacement before the void date on the face of the original check.

If your check is already void you should consult the Unclaimed Property Fund of California State Controller's Office for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.