

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

***(Jackson Chou v. The Ding Doctor, Inc., et al., San Francisco County Superior Court, Case No.
CGC-22-597414)***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

Plaintiff Jackson Chou has filed a Class Action and a Private Attorneys General Act (“PAGA”) Action against Defendant The Ding Doctor, Inc. In this Action, Plaintiff, on behalf of himself and a class of current and former employees who worked for The Ding Doctor from October 25, 2020 to January 31, 2025, seeks payment for damages and civil penalties for violations of the Labor Code. You have reached this notice because you may be eligible to receive money from the settlement.

What is a Class Action and Who Is Involved?

In a class action lawsuit, a “Class Representative” (in this case Jackson Chou) sues on behalf of himself and other people who have similar claims. The people together are a “Class” or “Class Members.” The Class Representative is referred to as the Plaintiff, and the Class or Putative Class (which includes Plaintiff) is referred to as the Class or Putative Class. The company they sued is called the Defendant. In a class action, the Court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

In a representative PAGA action lawsuit, a “Plaintiff” (in this case Jackson Chou) sues on behalf of the State of California, himself, and other aggrieved employees. The people together are “aggrieved employees.” The PAGA Representative is referred to as the Plaintiff. The company they sued is called the Defendant. In a PAGA representative action, the Court resolves the issues for everyone including the Plaintiff and aggrieved employees.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Class Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Class Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action and Private Attorneys General Act (“PAGA”) settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the “Court”) has been reached between Plaintiff Jackson Chou (“Plaintiff”) and Defendant The Ding Doctor, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class and PAGA Group, which is defined as:

All employees who are or previously were employed by Defendant in the State of California as non-exempt employees, or exempt employees working as location managers, regional managers, area managers, and on-site supervisors, from October 25, 2020 to **January 31, 2025** (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this lawsuit about?

On October 25, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA). On January 3, 2022, Plaintiff filed a Complaint against Defendant, Daniel Michael Chaves, and Gary Michael Chaves, in the Superior Court of the State of California, County of San Francisco (the “Action”). On May 27, 2025, Plaintiff filed a Second Amended Complaint (the “Operative Complaint”) asserting the following causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Reimburse Business Expenses; (6) Failure to Pay Sick Leave; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Pay All Wages Due Upon Separation; (9) Violation of Business and Professions Code; and (10) Violation of Private Attorneys General Act.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On August 8, 2023, the Parties participated in an all-day mediation with Michael D. Young, an experienced mediator of wage and hour class and PAGA actions. Although the mediation was unsuccessful, the Parties resumed negotiations facilitated by Mr. Young in August 2024 and ultimately accepted a Mediator’s settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on **<<INSERT PRELIMINARY APPROVAL DATE>>**. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of The Co Law Firm, APC, and Law Office of G. Martin Velez to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross

Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$30,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$216,645.00) and actually incurred litigation expenses of not more than \$500.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$40,000.00 relating to Plaintiff’s claim under the PAGA, \$30,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$10,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of Pay Periods for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s pay periods that occurred during the Class Period. A “Pay Period” shall mean any pay period during the Class Period in which a Class Member is employed and performed at least one day’s work for Defendant.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all persons within the State of California who are or were employed by Defendant as non-exempt employees, or exempt employees working as location managers, regional managers, area managers, and on-site supervisors during the period beginning October 25, 2020 to January 31, 2025 (“PAGA Period”).

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten percent (10%) of each Individual Settlement Payment is allocated to wages (“Wages Portion”). Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Ninety percent (90%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest (“Penalties and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release the Released Parties of any and all claims relating to any and all facts and claims asserted in the Action or any other claims, based on the facts alleged in the operative pleading, including but not limited to any and all claims violations or damages relating minimum wages, overtime and double time wages; meal and rest breaks; failure to maintain accurate employment records; wage statement violations; failure to timely pay wages; separation pay violations; failure to reimburse business expenses; paid sick leave; unfair business practices, which arose during the Class Period, and any related claims for attorneys’ fees, costs, or interest resulting therefrom.

As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” shall mean the release from the Aggrieved Employees of any and all claims relating to any and all facts and claims asserted in the Action or any other claims, under PAGA, based on the facts alleged in the operative pleading and/or Plaintiff’s PAGA notice to the LWDA, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: minimum wages, overtime and double time wages; meal and rest breaks; failure to maintain accurate employment records; wage statement violations; failure to timely pay wages; separation pay violations; failure to reimburse business expenses; paid sick leave; unfair business practices; and including violations arising from the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 227, 227.3, 245.5, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,

1199, 2800, and 2802, which arose during the PAGA Period, and any related claims for attorneys' fees, costs, or interest resulting therefrom.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Pay Periods worked during the Class Period (October 25, 2020, to **January 31, 2025**).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> Pay Periods worked during the PAGA Period (October 25, 2020, to **January 31, 2025**).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice or via email no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

The Settlement Administrator shall inform the Class Member and the Parties of the final determination of the Class Member's dispute regarding information in the class notice.

The address for the Settlement Administrator is _____ and the email for the Settlement Administrator is _____.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out,"

you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED], or submit an email to the Settlement Administrator requesting exclusion from the settlement no later than [REDACTED]. The address for the Settlement Administrator is _____ and the email for the Settlement Administrator is _____. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Jackson Chou v. The Ding Doctor, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597414. If sent by mail, the request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. If sent by email, the request for exclusion must contain your name, address, and the last four digits of your Social Security Number for verification purposes. No other person may opt out for a member of the Class.

If sent by mail, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above. If sent by email, requests for exclusion that are sent after _____, or are incomplete will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing or by email and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written or emailed objections or other correspondence must also state the name and number of the case, which is ***Jackson Chou v. The Ding Doctor, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-597414**. You may also object without submitting a written or emailed objection by appearing at the final approval hearing scheduled as described in Section 11 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is [REDACTED]. Emailed objections must be sent to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

9. Who are the attorneys representing the parties?

The addresses for the Parties' counsel are as follows:

Class Counsel:

Patrick R. Co
THE CO LAW FIRM
201 Spear Street, Suite 1100

Class Counsel:

G. Martin Velez
LAW OFFICE OF G. MARTIN VELEZ
3558 Round Barn Boulevard, Suite 200

San Francisco, CA 94105
t: 415.426.3553
f: 415.477.4032
pco@colawfirmsf.com

Santa Rosa, CA 95403
t: 415.342.4125
f: 415.532.2492
martinvelez@comcast.net

Counsel for Defendant:

Bret Martin
Fisher & Phillips LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121
t: 858.597.9600
f: 858.597.9601
bmartin@fisherphillips.com

10. Who is the Settlement Administrator?

The contract information for the Settlement Administrator is as follows:

Phoenix Class Action Administrations Solutions
1411 N. Batavia Street, Suite 105
Orange, CA 92867
1.800.523.5773
[EMAIL]
www._____.com

11. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Francisco County Superior Court, Department 304, located at 400 McAllister Street, San Francisco, CA 94102, before Judge Ethan P. Schulman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. In the event the final approval hearing is continued, Class Members who submitted timely written or emailed objections shall receive notice. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

12. How do I get more information about the Settlement?

You may contact Class Counsel for more information about the settlement: The contact information for Class Counsel is as follows:

Class Counsel:
Patrick R. Co
THE CO LAW FIRM
201 Spear Street, Suite 1100

Class Counsel:
G. Martin Velez
LAW OFFICE OF G. MARTIN VELEZ
3558 Round Barn Boulevard, Suite 200

San Francisco, CA 94105
t: 415.426.3553
f: 415.477.4032
pco@colawfirmsf.com

Santa Rosa, CA 95403
t: 415.342.4125
f: 415.532.2492
martinvelez@comcast.net

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to The Co Law Firm, APC, 201 Spear Street, Suite 1100, San Francisco, CA 94105 or by visiting the administrator's website at www.colawfirmsf.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Unclaimed Property Fund of the State Controller's office in the name of the Settlement Class Member or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.