

**FIRST AMENDMENT TO CLASS ACTION AND PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT AND RELEASE**

Jose Vazquez v. St. Mar 2.0 Incorporated et al.
San Diego County Case No. 37-2021-00042702-CU-OE-CTL

This First Amendment to Class Action and Private Attorneys General Act Settlement Agreement (“First Amendment of the Settlement Agreement”) is made by and between the Named Plaintiffs and Defendants (the “Parties”) and enumerates all amended terms of the Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”).

All other provisions of the Settlement Agreement are incorporated by this reference as if set forth fully herein, and this First Amendment of Settlement Agreement shall not be deemed a waiver by any party of any provisions, conditions, obligations, or rights otherwise available under the Settlement Agreement.

RECITALS

Whereas, on or around January 4, 2023, the Parties entered into the Settlement Agreement.

Whereas, on or around January 11, 2023, the Parties moved the Superior Court of the State of California, County of San Diego (the “Court”) for approval of the Settlement Agreement.

Whereas, on or around March 24, 2023, the Court continued the hearing for Motion for Preliminary Approval of Class Action [and PAGA] Settlement to allow time for Plaintiff to cure the deficiencies that the Court noted, specifically concerning the definition of the “Released PAGA Claims” in the Settlement Agreement and the Notice to Proposed Class Action and PAGA Settlement (the “Notice”).

Whereas, the Settlement Agreement defines “Released PAGA Claims” in Paragraph 15, as “all claims for penalties and any other available relief pursuant to PAGA, to the extent asserted in Plaintiff’s administrative exhaustion letter submitted to the LWDA in this Action on October 2, 2021, arising during the PAGA period,” which the Court finds unclear due to (i) the letter submitted to the LWDA not being incorporated into the Settlement; (ii) there being no express language clarifying that the release does not apply to the non-party employees’ individual claims.

Whereas, the Notice defines “Release PAGA Claims” as “all Released Claims arising under PAGA during the PAGA Period that were stated in the PAGA Letter,” which the Court finds inconsistent due to the PAGA Letter not being included in the Notice.

Whereas, on or around April 21, 2023, Plaintiff will move the Court for preliminary approval of the Settlement Agreement, which is amended through this instant First Amendment to the Settlement Agreement.

A. RELEASED PAGA CLAIMS IN THE SETTLEMENT AGREEMENT

Paragraph 15 of the Settlement Agreement is hereby amended to read as follows: For purposes of this Settlement, “Released PAGA Claims” means all claims for penalties and any other available relief pursuant to PAGA, pursuant to: (i) Labor Code § 204, 510, 1194, 1194.2, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages, and related penalties under Labor Code §§ 210, 558, 1197.1, and 2699(f)(2); (ii) Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods, and related penalties under Labor Code §§ 210, 558, and 2699(f)(2); (iii) Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods, and related penalties under Labor Code §§ 210, 558, and 2699(f)(2); (iv) Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed, and related penalties under Labor Code § 1174(d); (v) Labor Code §§ 201, 202 and 203 by wilfully failing to pay all wages owed at termination, and related penalties under Labor Code §§ 201-203, and 2699(f)(2); (vi) Labor Code § 226 by failing to provide accurate itemized wage statements, and related penalties under Labor Code section 226(e) and 226.3; and (vii) Labor Code § 204 by failing to pay all earned wages two times per month, and related penalties under Labor Code § 210. The release does not apply to any non-party employee’s individual claims.

B. RELEASED PAGA CLAIMS IN THE NOTICE

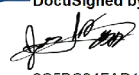
“Released PAGA Claims” means all claims for penalties and any other available relief pursuant to PAGA, pursuant to: (i) Labor Code § 204, 510, 1194, 1194.2, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages, and related penalties under Labor Code §§ 210, 558, 1197.1, and 2699(f)(2); (ii) Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods, and related penalties under Labor Code §§ 210, 558, and 2699(f)(2); (iii) Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods, and related penalties under Labor Code §§ 210, 558, and 2699(f)(2); (iv) Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed, and related penalties under Labor Code § 1174(d); (v) Labor Code §§ 201, 202 and 203 by wilfully failing to pay all wages owed at termination, and related penalties under Labor Code §§ 201-203, and 2699(f)(2); (vi) Labor Code § 226 by failing to provide accurate itemized wage statements, and related penalties under Labor Code section 226(e) and 226.3; and (vii) Labor Code § 204 by failing to pay all earned wages two times per month, and related penalties under Labor Code § 210. The release does not apply to any non-party employee’s individual claims.

A true and correct copy of the amended Notice is attached hereto as Exhibit A.

It is hereby agreed.

Dated: 3/30/2023

PLAINTIFF JOSE VAZQUEZ

DocuSigned by:
By 
2C5BC34FAD104BA...

Dated: _____

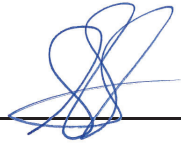
DEFENDANTS ST. MAR INCORPORATED and
ST. MAR ENTERPRISES, INC.

By _____
Name:
Title:

APPROVED AS TO FORM:

Dated: 3/30/2023

MOON & YANG, APC

By 
Allen Feghali
Attorney for Plaintiff

APPROVED AS TO FORM:

Dated: _____

LAGASSE BRANCH BELL + KINKEAD LLP

By _____
Heather Stone
Attorney for Defendants

Dated: _____

PLAINTIFF JOSE VAZQUEZ

By _____

Dated: 04-04-2023

DEFENDANTS ST. MAR INCORPORATED and
ST. MAR ENTERPRISES, INC.

By *Roland Tachy*

Name: *Roland Tachy*

Title: *VP*

APPROVED AS TO FORM:

Dated: _____

MOON & YANG, APC

By _____

Allen Feghali

Attorney for Plaintiff

APPROVED AS TO

FORM: Dated: 4/4/23

LAGASSE BRANCH BELL + KINKEAD LLP

By *Heather Stone*

Heather Stone

Attorney for Defendants

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Vazquez v. St. Mar 2.0 Incorporated, et al.
 San Diego Superior Court Case No. 37-2021-00042702-CU-OE-CTL

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY ST. MAR 2.0 INCORPORATED OR ST MAR ENTERPRISES, INC. IN CALIFORNIA AS A NON-EXEMPT OR HOURLY-PAID EMPLOYEE AT ANY TIME FROM OCTOBER 6, 2017, THROUGH <<the earlier of the date of preliminary approval or December 18, 2022>>, THIS PUTATIVE CLASS, COLLECTIVE, AND PRIVATE ATTORNEYS GENERAL ACT ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.

Why you are receiving this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action and Private Attorneys General Act (“PAGA”) lawsuit entitled *Vazquez v. St. Mar 2.0 Incorporated, et al.*, San Diego Superior Court Case No. 37-2021-00042702-CU-OE-CTL (the “Action”). As discussed below, the settlement will result in payments to current and former non-exempt employees who worked for St Mar 2.0 Incorporated and St Mar Enterprises, Inc. (“Defendants”) in California at any time from October 6, 2017, through <<the earlier of the date of preliminary approval or December 18, 2022>>.

When used in this Notice, the following terms have the following meanings:

“Action”	<i>Vazquez v. St. Mar 2.0 Incorporated, et al.</i> , San Diego Superior Court Case No. 37-2021-00042702-CU-OE-CTL
“Plaintiff” and “Class Representative”	Jose Vazquez
“Defendants”	St. Mar 2.0 Incorporated and St Mar Enterprises, Inc.
“Class Period”	October 6, 2017, through <<the earlier of the date of preliminary approval or December 18, 2022>>
“Class”	All non-exempt and hourly-paid employees of Defendants who worked in California during the Class Period.
“Class Member”	A non-exempt or hourly-paid employee of Defendants who worked in California at any time during the Class Period.
“Settlement Class Member”	A Class Member who did not submit timely and compliant exclusion request to the Settlement Administrator.
“Individual Class Settlement Payment”	A share of the settlement fund that will be made to a Settlement Class Member on a pro rata basis, based upon his or her workweeks during the Class Period.
“PAGA”	The Labor Code Private Attorneys General Act, California Labor Code sections 2688 <i>et seq.</i>
“PAGA Period”	October 6, 2020, through <<the earlier of the date of preliminary approval or December 18, 2022>>
“PAGA Employee”	A non-exempt or hourly-paid employee of Defendants who worked in California at any time during the PAGA Period.
“Individual PAGA Settlement Payment”	A share of the PAGA Allocation from settlement fund that will be made to a PAGA Employee on a pro rata basis, based upon his or her workweeks during the PAGA Period
“Settlement Administrator”	Simpluris, Inc. <<mailing address>>

FOR MORE INFORMATION CALL 1-800-_____.

Defendants' records indicate that you are a Class Member and/or a PAGA Employee as defined above. As a Class Member, you may be eligible to receive an Individual Class Settlement Payment based on the number of workweeks that you worked for Defendants in California during the Class Period and you will be bound by the release of claims described in this Notice and in the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement. A Class Member who excludes himself or herself from the Settlement will still be bound by the PAGA portion of the settlement, to the extent he or she is also a PAGA Employee, and will receive an Individual PAGA Settlement Payment based on the number of workweeks that he or she worked for Defendants in California during the PAGA Period.

A hearing concerning final approval of the proposed Settlement ("Final Approval Hearing") will be held on <<**FA Date and Time**>> in Department C-64 of the San Diego Superior Court, Hall of Justice, 330 West Broadway, San Diego, CA 92101, to determine whether the Settlement is fair, adequate and reasonable.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE >>	You have the option to exclude yourself from the Settlement Class and pursue a separate legal action against Defendants about the claims in the Action (other than the PAGA claim). If you choose to do so, you must exclude yourself, in writing, from the Settlement Class by submitting a written Request to be Excluded. If you timely submit a Request to be Excluded, you will not receive any money or benefits under the Settlement except for a pro rata allocation of the PAGA portion of the settlement (if applicable to you), and you will not be bound by the release of claims against Defendants, except for the PAGA portion of the release.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE >>	You may also object to the terms of the Settlement. To object to the Settlement, you can mail a written explanation of why you object to the Settlement Administrator, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. You may only object, however, only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. <i>Written</i> objections must be submitted to the Settlement Administrator by << RESPONSE DATE >>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

"All non-exempt or hourly-paid employees of Defendants who worked in California during the Class Period of October 6, 2017, through <<the earlier of the date of preliminary approval or December 18, 2022>>."

You were sent this Notice because you have a right to know about the proposed Settlement of the Action and about your options before the Court rules on whether to finally approve the Settlement. If the Court approves the settlement, and after any objections and appeals are resolved, the Settlement Administrator appointed by the Court will make payments to Settlement Class Members and PAGA Employees that the settlement allows. This Notice explains the Action, the proposed Settlement, your legal rights, what benefits are available to you, and how to receive them.

What this case is about?

In the Action, Plaintiff alleges on behalf of himself, the Class, and the State of California that Defendants: (1) failed to pay minimum and regular rate wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay all wages to terminated employees; (6) failed to maintain payroll records and furnish accurate itemized wage statements; (7) engaged in unfair business practices, in violation of California Business and Professions Code section 17200 *et seq.*; and (8) violated

FOR MORE INFORMATION CALL 1-800-_____.

provisions of the Labor Code giving rise to civil penalty liability under PAGA. Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

Defendants deny the claims and are confident they have strong legal and factual defenses to Plaintiff's claims. Defendants contend that, at all relevant times, Defendants properly compensated all employees and fully complied with all applicable laws. Defendants also deny that the Action is appropriate to maintain as a class or PAGA representative action.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses.

Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to viability of the Class, liability, damages, and how much money could be recovered if Plaintiff won at trial. This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendants (together, the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members and PAGA Employees.

What is a class action and PAGA settlement?

On <<**PA Date and Time**>>, the Court granted preliminary approval of the proposed Settlement. However, the Court must still approve the terms of the proposed Settlement as fair and reasonable before the Settlement becomes final and payments can be made. Once approved, the settlement will affect all Class Members, except those who have submitted a timely Request to be Excluded. The settlement will affect all PAGA Employees regardless of whether they opt out of the Class. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the estimated amount of money you may receive.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Kane Moon
Allen Feghali
Enzo Nabiev
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Defendants' Counsel

Heather N. Stone, Esq.
hstone@lbbklaw.com
LAGASSE BRANCH BELL +
KINKEAD LLP
4365 Executive Drive, Suite 950 San
Diego, CA 92121
Telephone: (858) 345-5080
Facsimile: (858) 345-5025

What are the Settlement terms?

Subject to final Court approval, Defendants will pay a total of \$2,250,000.00 (the "Gross Settlement Amount") to fully and finally resolve all claims in the Action. The amount to be distributed to Settlement Class Members, i.e., Class Members who do not exclude themselves from the settlement (the "Net Settlement Amount") will be the Gross Settlement Amount, minus the following amounts, all subject to court approval: (a) payment to the Settlement Administrator for administration fees and costs (up to an estimated maximum of \$25,000); (b) payment to the Plaintiff of a Class Representative Service Payment (\$7,500 to be requested); (c) payment to Class Counsel of Plaintiff's attorneys' fees (up to \$750,000.00 to be requested) (d) payment to Class Counsel of Plaintiff's actual litigation costs (up to \$17,000 to be requested); and (d) payment of \$100,000 for resolution of all claims under PAGA (the "PAGA Allocation"). The Net Settlement Amount will be used to pay each Settlement Class Members a pro-rata Individual Class Settlement Payment based on the number of workweeks each Settlement Class Member worked for Defendants in California during the Class Period.

Calculation of Individual Settlement Payments. The Net Settlement Amount will be divided among all Settlement Class Members on a pro rata basis, based upon the total number of workweeks actually worked for Defendants, during the Class Period, taking into account leaves of absence and any gaps in employment. Your

estimated individual workweeks during the Class Period and estimated Individual Class Settlement Payment are listed below:

Defendants' records indicate you worked a total of << **Class Workweeks** >> workweeks in California during the Class Period. Based on your workweeks during the Class Period, your estimated Individual Class Settlement Payment is approximately \$<< **Est Individual Class Settlement Payment** >>, minus any withholdings and deductions required by law.

For tax reporting purposes, each Individual Class Settlement Payment will be allocated 20% as wages and 80% as penalties and interest. The wage portion of each Individual Class Settlement Payments will be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator will deduct applicable employee-side payroll taxes from the wage portion of each Individual Class Settlement Payment. The portion of each Individual Class Settlement Payment allocated to penalties and interest will be classified as other miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC without any tax withholding. All taxes owed on the other miscellaneous income portion of each Individual Class Settlement Payment will be the responsibility of the Settlement Class Member receiving the payment. The employer's share of any payroll taxes will be separately paid by Defendants.

Calculation of Individual PAGA Settlement Payments. The PAGA Allocation will be distributed to the California Labor and Workforce Development Agency ("LWDA") and to the PAGA Employees. In accordance with California law, 75 percent of the PAGA Allocation (or \$75,000) will be paid to the LWDA and the remaining 25 percent of the PAGA Allocation (or \$25,000) will be paid to the PAGA Employees on a pro-rata basis (the "Individual PAGA Settlement Payments") based on the number of workweeks each PAGA Employee actually worked for Defendants in California during the PAGA Period, taking into account leaves of absence and any gaps in employment. Your estimated individual workweeks during the PAGA Period and estimated Individual PAGA Settlement Payment are listed below:

Defendants' records indicate you worked a total of << **PAGA Workweeks** >> workweeks in California during the PAGA Period. Based on your workweeks during the PAGA Period, your estimated Individual PAGA Settlement Payment is approximately \$<< **Est Individual PAGA Settlement Payment** >>.

Each Individual PAGA Settlement Payment will be allocated as 100 percent miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Employee receiving these payments.

Handling of Unclaimed and Uncashed Checks. All checks for Individual Class Settlement Payments and Individual PAGA Settlement Payments will remain valid and negotiable for one hundred and eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Settlement Class Member or PAGA Employee within that time. Any Individual Settlement Class Payment or Individual PAGA Settlement Payment that is not cashed by a Settlement Class Member or PAGA Employee within 180 days of issuance will be transmitted by the Settlement Administrator to the California State Controller's Office for Unclaimed Property in the name of each check recipient who failed to cash his or her check prior to the void date. The Settlement Administrator will also void any tax documents issued to the Settlement Class Members or PAGA Employees who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member and/or PAGA Employee will nevertheless remain bound by the terms of the Settlement.

Neither the Parties nor attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel, Defendants' counsel, the Settlement Administrator, and the Court are unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member or PAGA Employee.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$750,000.00 (one-third of the Gross Settlement Amount) and reimbursement of reasonable costs incurred in the Action not to exceed \$17,000.00. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of \$7,500 for Plaintiff for his efforts in bringing the case on behalf of the Class. The Parties estimate the cost of the Settlement Administrator will not exceed \$25,000.00. A proposed payment in the amount of

\$75,000.00 will also be made to the LWDA for PAGA penalties, which represents 75 percent of the \$100,000 PAGA Allocation from the Gross Settlement Amount.

How you may dispute your workweek calculation?

Workweeks for Class Members are calculated based on the number of workweeks each Class Member worked for Defendants in California during the Class Period, i.e., October 6, 2017 through <<the earlier of the date of preliminary approval or December 18, 2022>>. Workweeks for PAGA Employees are calculated based on the number of workweeks each PAGA Employee worked for Defendants in California during the PAGA Period, i.e., October 6, 2020 through <<the earlier of the date of preliminary approval or December 18, 2022>>.

If you dispute the number of workweeks for which you were credited during the Class Period or the PAGA Period, you must submit your dispute (“Workweek Dispute”) in writing and send it to the Settlement Administrator via fax or mail, postmarked or faxed no later than <<+60 days from date of mailing>> (the “Response Deadline”). Your Workweek Dispute must be sent to:

Simpluris, Inc.

<<mailing address>>

Your Workweek Dispute must be in writing and must contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of workweeks you contend to have worked for Defendants in California during the Class Period and PAGA Period; and (c) any evidence supporting your contention. Defendants’ records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Workweek Disputes, and the Settlement Administrator’s decision will be final and non-appealable. **REMINDER:** The deadline to submit a written Workweek Dispute to the Settlement Administrator, with any supporting evidence, is <<RESPONSE DATE>>.

What claims are being released by Settlement Class Members and PAGA Employees?

Upon the final approval by the Court of this Settlement and Defendants’ payment of the Gross Settlement Amount and its employer-side payroll taxes, and except as to such rights or claims as may be created by this Settlement, each Settlement Class Member and PAGA Employee will be deemed to have released the following claims:

(a) **Identity of Released Parties.** The released parties are Defendants, and each of their former and present direct and/or indirect owners, dba’s, affiliates, parents, subsidiaries, co-employers, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, officers, directors, shareholders, members, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, employees, servants, insurers, representatives, administrators, employee benefit plans, predecessors, successors, and assigns of said entities (collectively “Releasees”).

(b) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period.

1) any and all claims stated in the First Amended Complaint, or that could have been stated based on the facts alleged therein, (including all claims under the California Labor Code) for unpaid wages, unpaid minimum wage, unpaid regular rate wages, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, civil or statutory penalties, and attorneys’ fees and costs, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1194, 1194.2, 1197, 1198, 2699, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Industrial Welfare Commission Wage Order (“Released Claims”); Class Members who submit a timely and valid Request for Exclusion will not be bound by this release and will not receive any payments under the Settlement, unless they are also a PAGA Employee in which instance they will still receive an Individual PAGA Settlement Payment and be bound by the release of PAGA Claims as set forth below.

(c) **Claims Released by PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class claims.

“Released PAGA Claims” means all claims for penalties and any other available relief pursuant to PAGA, pursuant to: (i) Labor Code § 204, 510, 1194, 1194.2, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages, and related penalties under Labor Code §§ 210, 558, 1197.1, and 2699(f)(2); (ii) Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods, and related penalties under Labor Code §§ 210, 558, and 2699(f)(2); (iii) Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods, and related penalties under Labor Code §§ 210, 558, and 2699(f)(2); (iv) Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed, and related penalties under Labor Code § 1174(d); (v) Labor Code §§ 201, 202 and 203 by wilfully failing to pay all wages owed at termination, and related penalties under Labor Code §§ 201-203, and 2699(f)(2); (vi) Labor Code § 226 by failing to provide accurate itemized wage statements, and related penalties under Labor Code section 226(e) and 226.3; and (vii) Labor Code § 204 by failing to pay all earned wages two times per month, and related penalties under Labor Code § 210. The release does not apply to any nonparty employee’s individual claims.

What are your Options at this time?

As a Class Member, you have two options under this Settlement, each of which is further discussed below. You may: (Option A) remain in the Class and receive an Individual Class Settlement Payment and an Individual PAGA Settlement Payment (if applicable); or (Option B) exclude yourself from the Settlement Class and receive only an Individual PAGA Settlement Payment (if applicable). If you choose Option A, you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you choose Option A and remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

If you wish to remain in the Class and be eligible to receive an Individual Class Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any and all amounts paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

If you chose Option A, but you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object or express any concerns. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection (“written objection”) to the Settlement Administrator at Simpluris, Inc. <<address>>. If you submit a written objection to the Settlement Administrator, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; and (3) your signature. Your written objection must be postmarked on or before <<Response Deadline>> and sent to the Settlement Administrator at the address listed above to ensure that it is received in time to be considered by the Court. You can also hire an attorney at your own expense to represent you with respect to your objection. The Parties may file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Regardless of any objection, however, if you choose Option A, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, if the Settlement is finally approved by the Court.**

An objection alone will not satisfy the legal requirements for a Settlement Class Member to appeal a Judgment entered in the Action. In order to have standing to appeal a Judgment entered following an Order finally approving this Settlement, a Settlement Class Member must formally intervene and become a party of record in the action to appeal, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

FOR MORE INFORMATION CALL 1-800-_____.

OPTION B. Request to Be Excluded from the Class. If you do not want to be part of the Settlement Class, you must submit a written Request to be Excluded to the Settlement Administrator at Simpluris, Inc. <<address>>. In order to be valid, your written Request to be Excluded must be signed and must include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

Your written Request to be Excluded from the Settlement must be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written Request to be Excluded on time (as evidenced by the postmark), your written Request to be Excluded will be rejected, you will be deemed a participating Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written Request to be Excluded by the deadline to request exclusion, you will have no further role in the Action, and **you will not be entitled to any benefit, including an Individual Class Settlement Payment**, as a result of the Action and Settlement. However, if you are also a PAGA Employee you will still be entitled to receive an Individual PAGA Settlement Payment and you will still release the Released PAGA Claims against Defendants described above. Moreover, if you submit a Request to be Excluded, you will not be able to object to the Settlement or complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, the Settlement Administrator's costs, PAGA Allocation, and payment to the LWDA for PAGA penalties on <<FA Date and Time>> in Department C-64 of the San Diego Superior Court, Hall of Justice, 330 West Broadway, San Diego, CA 92101. Because of healthcare guidance and Orders of the San Diego Superior Court related to COVID-19, the hearing may be a telephonic hearing only. If you wish to attend the Final Approval Hearing telephonically, visit <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info> for instructions on how to do so. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Class Settlement Payment or Individual PAGA Settlement Payment.

How to get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action and PAGA Settlement attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class Action and PAGA Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the San Diego Superior Court. Because of the San Diego Superior Court's COVID-19 pandemic procedures, in order to view documents filed in the lawsuit, Class Members may be required to make an appointment with the Court. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above.

Simpluris, Inc.
<<Telephone Number>>
<<Fax Number>>
<<Email>>
<<Website>>

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS
SETTLEMENT.**

FOR MORE INFORMATION CALL 1-800-_____.