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Attorneys for Plaintiff JALEEN ROBERTS, in a Representative capacity only, and on behalf of other members of the general public similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JALEEN ROBERTS, in a Representative capacity only, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

ENCONTRO NORTH PARK, LLC, a
California Limited Liability Company; and
DOES 1-10, inclusive,

Defendants.

Case No. 37-2022-00030477-CU-OE-CTL

**DECLARATION OF JEFFREY D.
JOHNSON REGARDING THE NOTICE
PLAN IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Jeffrey D. Johnson, declare as follows:

1. I am the Vice President of CAC Services Group, LLC (“CAC”), located at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age and I am not a party to the above-captioned action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. CAC provides a comprehensive range of class and collective action claims administration services. CAC has extensive experience in data processing and acting as third-party administrator in class and collective actions throughout the country.

3. CAC’s class and collective action administration services include: coordination of all

1 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
2 packets and claim forms; coordination with the U.S. Postal Service; database management; website
3 hosting and management; claims processing; fund management and distribution; and preparation
4 of reports describing notice programs and claims processing.

5 4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator
6 for this action and to date has provided the following services for the above-captioned action:

- 7 a. Develop and execute a notice program targeting potential Settlement Class members,
8 as defined in the Class Action Settlement Agreement (the “Settlement Agreement”):

- 9 i. Settlement Class Member Definition: All current and former
10 nonexempt employees of Defendant who were employed in
11 California between June 7, 2019, through August 4, 2023.

12 5. In regard to the notice program, CAC implemented the following notice plan:

- 13 a. Direct notice by first-class mail to all Settlement Class members whose names and
14 addresses were provided by Defendant.

15 6. To provide direct and timely notice by first-class mail, CAC performed the following:

- 16 a. On August 18, 2023, CAC received from Defendant an electronic list of four hundred
17 forty-three (443) names and addresses of persons identified as potential Settlement
18 Class members as defined in Paragraph 4 above (the “Settlement Class Member List”).
19 The Settlement Class Member List was updated using the National Change of Address
20 system (NCOA), which updates the addresses for all persons who had moved in the
21 previous four years and who had filed a change of address with the U.S. Postal Service;
22 b. On August 30, 2023, the Notice of Class Action Settlement (the “Notice”) was printed,
23 personalized, and inserted into a #10 window envelope (the “Notice Packet”). The
24 template of the Notice is attached hereto as Exhibit “1”;

- 1 c. On October 25, 2023, CAC received from Defendant an electronic list of four hundred
2 forty-three (443) names and addresses of persons identified on the “Settlement Class
3 Member List”, which corrected the dates of employment for potential Settlement Class
4 members;
- 5 d. On October 26, 2023, the Amended Notice of Class Action Settlement (the “Amended
6 Notice”) was printed, personalized, and inserted into a #10 window envelope (the
7 “Amended Notice Packet”). The template of the Amended Notice is attached hereto as
8 Exhibit “2”.
9

10 7. In support of the direct mail Amended Notice Packet, CAC had regular phone
11 communications with Class Members calling CAC. In general, the purpose of these
12 communications was to:

- 13 a. Transcribe and fulfill the Amended Notice Packet as requested; and
14
15 b. Answer Settlement Class member questions about the Amended Notice Packet.

16 8. As of the date of this Declaration, three (3) Amended Notice Packets have been returned
17 to CAC by the U.S. Postal Service with forwarding addresses. The Settlement Class Member List
18 was subsequently updated with the new addresses and an Amended Notice Packet was re-mailed
19 to said Settlement Class members at each of the new addresses.

20 9. As of the date of this Declaration, one hundred (100) Amended Notice Packets have
21 been returned to CAC by the U.S. Postal Service without forwarding addresses. For these Amended
22 Notice Packets, an address search was completed resulting in sixty-nine (69) new addresses. I
23 caused the Settlement Class Member List to be updated with the new addresses from the address
24 search results and an Amended Notice Packet to be re-mailed to said Settlement Class members at
25 each of these new addresses. Additionally, through phone correspondence or other correspondence,
26 CAC continued to make a good faith effort to re-mail RFND mail leaving only thirty-one (31)
27
28

1 Amended Notice Packets that remain classified as undeliverable after various attempts to locate the
2 current address for said Settlement Class members.

3 10. There is no claim form requirement in this case, so all individuals are included in the
4 recovery and payment unless they file a Request for Exclusion.

5 11. As of the date of this Declaration, CAC has received one (1) Request for Exclusion. The
6 Claim ID of the individual who submitted a Request for Exclusion is 60128940.

7 12. As of the date of this Declaration, CAC has received no (0) Objections.
8

9 13. Accordingly, there are four hundred forty-two (442) total participating Class Members

10 14. It is my opinion that the above-described notice program and the Notice Packet are
11 adequate and reasonable under the circumstances. They are consistent with standards previously
12 employed by CAC in notification programs designed to reach known members of settlement groups
13 or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant
14 with the notice requirements established by California law, as well as the parties' Settlement
15 Agreement and the prior Order of this Court.
16

17 15. Finally, if the settlement is finally approved by the Court, CAC will make all payment
18 distributions from funds provided by Defendants in accordance with terms of the Settlement
19 Agreement or as is otherwise ordered by the Court.

20 16. Currently, the average recovery for each participating class member would be \$103.67.
21 The highest recovery for any participating class member is \$1,034.98. The lowest recovery for any
22 participating class member is \$0.45.
23

24 17. CAC's costs associated with the administration of this matter are \$10,572.74. This
25 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
26 distribution.
27
28

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 14th day of December, 2023.

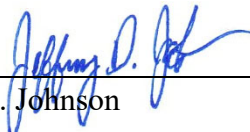
3
4 
5 Jeffrey D. Johnson

EXHIBIT 1:

- Notice of Class Action Settlement

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

JALEEN ROBERTS, in a Representative capacity only,
and on behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

ENCONTRO NORTH PARK, LLC, a California
Limited Liability Company; and DOES 1-10, inclusive.

CASE No. 37-2022-00030477-CU-OE-CTL
JUDGE: Honorable Timothy Taylor
DEPARTMENT: C-72

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT AND RELEASE**

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *JALEEN ROBERTS v. ENCONTRO NORTH PARK, LLC, et al*, Case No. 37-2022-00030477-CU-OE-CTL (the “Action”).

This notice is to inform you of the proposed settlement of the Action. The notice is also intended (i) to describe the settlement, including how the settlement monies will be allocated and how the settlement may affect you; and (ii) to advise you of your rights and options with respect to the settlement.

You are receiving this notice by order of the Court because the records of Encontro North Park, LLC (hereinafter “Defendant” or “Encontro”), indicate that you are a current or former employee who worked for Defendant in California during the time period of June 7, 2019, through August 4, 2023 (the “Class”). As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will **not** affect your employment with Encontro in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On August 2, 2022, Jaleen Roberts, a former Encontro North Park, LLC employee in California, filed a lawsuit in which she alleged violations of California wage- and-hour laws on a class and representative basis as to all of Defendant’s current and former non-exempt employees in California.

The Class Action alleges that the Class was not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; was not provided meal and rest periods under the California Labor Code and Wage Orders; was not reimbursed for all business-related expenses; and, was not provided pay statements with information specified in the California Labor Code. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 et. seq. based on these state law claims. The lawsuit also seeks penalties under California’s Private Attorneys General Act (“PAGA”) and the California Labor Code.

The individual who is suing is referred to in this document as “Plaintiff.” Plaintiff’s attorneys, Sullivan & Yaeckel Law Group, APC, have been litigating the Action since filing it.

Defendant has denied and continues to deny the factual and legal allegations in the case and believe that they have strong defenses to all of Plaintiff’s claims. Defendant also claims that the Class has been paid all monies due, and maintain that they have complied with all California wage-and-hour laws. This settlement is **not** an admission of any liability and is **not** evidence of any wrongdoing, nor does it indicate that any of Defendant’s policies are unlawful.

The Court has not ruled on whether Plaintiff’s allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the parties have negotiated a settlement whereby Defendant has agreed to pay a total of \$120,000.00. As a Class Member, you are eligible to receive a portion of this amount.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All current and former non-exempt employees who worked for Encontro North Park, LLC in California from June 7, 2019 through the date of Preliminary Approval of the Settlement. This is the “Class Period”.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay: (1) Plaintiff’s counsel’s attorneys’ fees, up to \$40,000.00; (2) Plaintiff’s costs of litigation, up to the amount of \$11,000.00; (3) The expenses of administering the settlement, up to the amount of \$10,000.00; (4) An enhancement award of up to \$5,000.00 for Plaintiff’s role in pursuing the litigation; (5) A payment of \$7,500.00 to the California Labor & Workforce Development Agency; and (6) A payment of \$2,500 to be divided between employees who worked during the PAGA Period. It will be indicated in paragraph C below, if your employment fell within the PAGA Period.

B. The amount remaining after those deductions is estimated to be \$44,000.00, and will be divided among all Class Members and PAGA Members based on the estimated number of pay periods worked for Encontro as a non-exempt employee in California by each Class Member.

C. According to Defendant’s records, you worked for the Defendant in the State of California for approximately **<ClassPeriods>** pay periods during the Class Period, which runs from June 7, 2019, through August 4, 2023. Your estimated class settlement amount is **<ClassAmount>**. This is only an estimate. Your actual share may change depending on the Court’s final ruling and the final number of participating Class Members.

[IF APPLICABLE] Because you worked for Defendant during the “PAGA Period” between May 29, 2021, through August 4, 2023, you will also receive a payment for PAGA claims based on the number of pay periods worked during that period. According to Defendant’s records, you worked for the Defendant in the State of California for approximately **<PAGAPeriods>** pay periods during this PAGA Period. Your estimated PAGA settlement amount is **<PAGAAmount>**. If you are eligible to receive a PAGA settlement amount and a portion of the class settlement, those amounts will be combined into one check.

If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at CAC Services, 6420 Flying Cloud Dr., Ste. 100, Eden Prairie, MN 55344. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

D. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Encontro and as applicable, each of their respective past, present and future agents, employees, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations and/or partnerships, divisions, predecessors, successors, insurers, consultants, employee benefit plans and fiduciaries thereof, and affiliated organizations, and their respective successors and assigns of any of the foregoing persons/entities (the “Released Parties”) from all wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from the facts, theories of liability and claims asserted in or contemplated by the Action and/or the claims that could have been asserted in the Action based on the facts ascertained or alleged in the Action, whether known or unknown, including without limitation, any and all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, civil and statutory penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, and equitable or other relief, under any federal, state or local law or administrative order, including the following: (a) any and all claims involving any alleged failure to pay the wages required by state or federal law; (b) any and all claims arising under state or federal law involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims arising under state or federal law involving any alleged failure to pay wages, including but not limited to any claim involving “off the clock” work, “rounding,” or the failure to pay for all time under the employer’s control; (d) any and all claims involving payment of wages based on Encontro defined workday or workweek; (e) any and all claims involving the failure to correctly calculate or include bonuses, other incentive pay, or compensation of any kind in the “regular rate” of pay or compensation; (f) any and all claims arising under state law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short, unprovided, on-duty, or interrupted meal and/or rest periods, or to pay such premiums at the regular rate of compensation; (g) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (h) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim of violation of Labor Code §§ 201, 202 or 204, and any claim for waiting time penalties under Labor Code § 203; (i) any and all claims involving any alleged failure to reimburse for necessary business expenses under Labor Code §§ 2800 or 2802, including but not limited to any claim for the failure to provide and/or reimburse necessary business expenses; (j) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (k) any and all penalties pursuant to the Private Attorneys General Act (“PAGA”) of 2004 (collectively, the “Released Claims”). The Released Claims include, but are not limited to, all claims arising under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226-226.3, 226.7, 227.3, 246, 432, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, 2699, 2699.3; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the California common law of contract; and federal common law. The release excludes the release of claims not permitted by law (the “Released Claims”).

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the settlement and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Claims Administrator. Your check will remain valid and negotiable for one hundred twenty (120) days from the date on which it is issued. After those one hundred twenty (120) days expire, the check will become void and your settlement amount will be paid to the non-profit organization Freedom Dogs; *or*

B. *You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement.* If you choose to be excluded, by no later than September 29, 2023, you must send a written request for exclusion, by mail, to the claims administrator, CAC Services Group located at 6420 Flying Cloud Dr Ste 100, Eden Prairie, MN 55344. In order to be considered valid, your request for exclusion ***must*** include your name, your address, a request for exclusion, and your signature. However, even if you choose Option B, you will still release the Released PAGA Claims and will receive payment from the PAGA settlement amount if you are deemed to be a PAGA Member.

C. *You may object to the settlement.* The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Ten percent (10%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining ninety percent (90%), which is allocated to penalties, interest and expenses. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Claims Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on November 9, 2023, at 1:30p.m., in Department C-72 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at: <https://www.sdcourt.ca.gov/virtualhearings>. You should check the Court website for up-to-date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the settlement and telling the Court that you don't agree with the settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Roberts v. Encontro North Park, LLC, et al.*, Case No. 37-2022-00030477-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number, your address, your telephone number, the specific reasons you object to the terms of the settlement, and your signature. Mail the objection to the Claims Administrator address at 6420 Flying Cloud Dr Ste 100, Eden Prairie, MN 55344 or fax to (888) 495-9746 on or before September 29, 2023. A written objection is optional. You may also appear at the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2022-00030477-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions" and doing a search based on the case number set forth above.

If you have any questions, you can call the Claims Administrator at (866) 602-2260 or Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

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ATTORNEYS REPRESENTING ENCONTRO NORTH PARK LLC

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Annalyse Butler
JACKSON LEWIS P.C.
225 Broadway, Suite 1800
San Diego, California 92101
(619) 573-4900; (619) 573-4901 FAX

**PLEASE DO NOT CALL THE COURT, ENCONTRO NORTH PARK, LLC OR THEIR
CORPORATE OFFICE, MANAGERS, NOR ENCONTRO NORTH PARK, LLC'S
ATTORNEYS REGARDING THIS SETTLEMENT.**

EXHIBIT 2:

- Amended Notice of Class Action Settlement

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

AMENDED NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

JALEEN ROBERTS, in a Representative capacity only,
and on behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

ENCONTRO NORTH PARK, LLC, a California
Limited Liability Company; and DOES 1-10, inclusive.

CASE No. 37-2022-00030477-CU-OE-CTL
JUDGE: Honorable Timothy Taylor
DEPARTMENT: C-72

**AMENDED NOTICE OF CLASS AND PAGA
ACTION SETTLEMENT AND RELEASE**

I. WHY DID I GET THIS AMENDED NOTICE?

An error occurred by a third-party expert responsible for calculating the number of pay periods you worked while employed by Encontro. This inadvertent error should not be perceived as an admission of fault by Encontro.

To ensure you are properly informed of you rights under the preliminarily approved settlement agreement, Encontro has issued you this AMENDED notice with the correct number of pay periods you worked during the relevant period, and updated estimation of settlement funds you could receive as a result of this settlement.

II. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *JALEEN ROBERTS v. ENCONTRO NORTH PARK, LLC, et al*, Case No. 37-2022-00030477-CU-OE-CTL (the “Action”).

This notice is to inform you of the proposed settlement of the Action. The notice is also intended (i) to describe the settlement, including how the settlement monies will be allocated and how the settlement may affect you; and (ii) to advise you of your rights and options with respect to the settlement.

You are receiving this notice by order of the Court because the records of Encontro North Park, LLC (hereinafter “Defendant” or “Encontro”), indicate that you are a current or former employee who worked for Defendant in California during the time period of June 7, 2019 through the date of Preliminary Approval of the Settlement (the “Class”). As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will **not** affect your employment with Encontro in any way whatsoever.

III. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On August 2, 2022, Jaleen Roberts, a former Encontro North Park, LLC employee in California, filed a lawsuit in which she alleged violations of California wage- and-hour laws on a class and representative basis as to all of Defendant's current and former non-exempt employees in California.

The Class Action alleges that the Class was not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; was not provided meal and rest periods under the California Labor Code and Wage Orders; was not reimbursed for all business-related expenses; and, was not provided pay statements with information specified in the California Labor Code. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 et. seq. based on these state law claims. The lawsuit also seeks penalties under California's Private Attorneys General Act ("PAGA") and the California Labor Code.

The individual who is suing is referred to in this document as "Plaintiff." Plaintiff's attorneys, Sullivan & Yaeckel Law Group, APC, have been litigating the Action since filing it.

Defendant has denied and continues to deny the factual and legal allegations in the case and believe that they have strong defenses to all of Plaintiff's claims. Defendant also claims that the Class has been paid all monies due, and maintain that they have complied with all California wage-and-hour laws. This settlement is **not** an admission of any liability and is **not** evidence of any wrongdoing, nor does it indicate that any of Defendant's policies are unlawful.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the parties have negotiated a settlement whereby Defendant has agreed to pay a total of \$120,000.00. As a Class Member, you are eligible to receive a portion of this amount.

IV. WHO IS INCLUDED IN THIS CLASS ACTION?

All current and former non-exempt employees who worked for Encontro North Park, LLC in California from June 7, 2019 through the date of Preliminary Approval of the Settlement. This is the "Class Period".

V. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay: (1) Plaintiff's counsel's attorneys' fees, up to \$40,000.00; (2) Plaintiff's costs of litigation, up to the amount of \$11,000.00; (3) The expenses of administering the settlement, up to the amount of \$10,000.00; (4) An enhancement award of up to \$5,000.00 for Plaintiff's role in pursuing the litigation; (5) Defendants' share of payroll taxes; (5) A payment of \$7,500.00 to the California Labor & Workforce Development Agency; and (6) A payment of \$2,500 to be divided between employees who worked during the PAGA Period. It will be indicated in paragraph C below, if your employment fell within the PAGA Period.

B. The amount remaining after those deductions is estimated to be \$44,000.00, and will be divided among all Class Members and PAGA Members based on the estimated number of pay periods worked for Encontro as a non-exempt employee in California by each Class Member.

C. According to Defendant's records, you worked for the Defendant in the State of California for approximately <ClassPeriods> pay periods during the Class Period, which runs from June 7, 2019, through August 4, 2023. Your estimated class settlement amount is <ClassAmount>. This is only an estimate. Your actual share

may change depending on the Court's final ruling and the final number of participating Class Members. ***Please note:*** the total pay periods you worked during the Class Period and your estimated class settlement amount listed in this Amended Notice may be different from the totals included in the prior notice you received.

[IF APPLICABLE] Because you worked for Defendant during the "PAGA Period" between May 29, 2021, through August 4, 2023, you will also receive a payment for PAGA claims based on the number of pay periods worked during that period. According to Defendant's records, you worked for the Defendant in the State of California for approximately <PagaPeriods> pay periods during this PAGA Period. Your estimated PAGA settlement amount is <PagaAmount>. If you are eligible to receive a PAGA settlement amount and a portion of the class settlement, those amounts will be combined into one check.

If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at CAC Services, 6420 Flying Cloud Dr., Ste. 100, Eden Prairie, MN 55344. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

D. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Encontro and as applicable, each of their respective past, present and future agents, employees, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations and/or partnerships, divisions, predecessors, successors, insurers, consultants, employee benefit plans and fiduciaries thereof, and affiliated organizations, and their respective successors and assigns of any of the foregoing persons/entities (the "Released Parties") from all wage and hour claims, rights, demands, liabilities and causes of action of any nature or description arising from the facts, theories of liability and claims asserted in or contemplated by the Action and/or the claims that could have been asserted in the Action based on the facts ascertained or alleged in the Action, whether known or unknown, including without limitation, any and all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, civil and statutory penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, and equitable or other relief, under any federal, state or local law or administrative order, including the following: (a) any and all claims involving any alleged failure to pay the wages required by state or federal law; (b) any and all claims arising under state or federal law involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims arising under state or federal law involving any alleged failure to pay wages, including but not limited to any claim involving "off the clock" work, "rounding," or the failure to pay for all time under the employer's control; (d) any and all claims involving payment of wages based on Encontro defined workday or workweek; (e) any and all claims involving the failure to correctly calculate or include bonuses, other incentive pay, or compensation of any kind in the "regular rate" of pay or compensation; (f) any and all claims arising under state law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short, unprovided, on-duty, or interrupted meal and/or rest periods, or to pay such premiums at the regular rate of compensation; (g) any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (h) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim of violation of Labor Code §§ 201, 202 or 204, and any claim for waiting time penalties under Labor Code § 203; (i) any and all claims involving any alleged failure to reimburse for necessary business expenses under Labor Code §§ 2800 or 2802, including but not limited to any claim for the failure to provide and/or reimburse necessary business expenses; (j) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq.; and (k) any and all penalties pursuant to the Private Attorneys General Act ("PAGA") of 2004 (collectively, the "Released Claims"). The Released Claims include, but are not limited to, all claims arising under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226-226.3, 226.7, 227.3, 246, 432, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, 2699, 2699.3; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the California common law of contract; and federal common law. The release excludes the release of claims not permitted by law (the "Released Claims").

VI. WHAT ARE MY OPTIONS?

A. *You may accept your share of the settlement and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Claims Administrator. Your check will remain valid and negotiable for one hundred twenty (120) days from the date on which it is issued. After those one hundred twenty (120) days expire, the check will become void and your settlement amount will be paid to the non-profit organization Freedom Dogs; *or*

B. *You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement.* If you choose to be excluded, by no later than November 25, 2023, you must send a written request for exclusion, by mail, to the claims administrator, CAC Services located at 6420 Flying Cloud Dr. Ste. 100, Eden Prairie, MN 55344. In order to be considered valid, your request for exclusion *must* include your name, your address, a request for exclusion, and your signature. However, even if you choose Option B, you will still release the Released PAGA Claims and will receive payment from the PAGA settlement amount if you are deemed to be a PAGA Member.

C. *You may object to the settlement.* The procedures for objecting to the settlement are described below in Section VIII of this form.

VII. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Ten percent (10%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining ninety percent (90%), which is allocated to penalties, interest and expenses. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Claims Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VIII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on January 19, 2024, at 1:30 p.m., in Department C-72 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at: <https://www.sdcourt.ca.gov/virtualhearings>. You should check the Court website for up-to-date information before attempting to make a remote appearance.

IX. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the settlement and telling the Court that you don't agree with the settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Roberts v. Encontro North Park, LLC, et al.*, Case No. 37-2022-00030477-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number, your address, your telephone number, the specific reasons you object to the terms of the settlement, and your signature. Mail the objection to the Claims Administrator address at 6420 Flying Cloud Dr. Ste. 100, Eden Prairie, MN 55344 or fax to (888) 495-9746 on or before November 25, 2023. A written objection is optional. You may also appear at the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

X. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2022-00030477-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions" and doing a search based on the case number set forth above.

If you have any questions, you can call the Claims Administrator at (866) 602-2260 or Class Counsel (see below for phone numbers.)

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**PLEASE DO NOT CALL THE COURT, ENCONTRO NORTH PARK, LLC OR THEIR
CORPORATE OFFICE, MANAGERS, NOR ENCONTRO NORTH PARK, LLC'S
ATTORNEYS REGARDING THIS SETTLEMENT.**
