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Attorneys for Plaintiff RIGOBERTO ROJAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RIGOBERTO ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

WEINGART CENTER ASSOCIATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV21995

**DECLARATION OF JACLYN JOYCE, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: May 8, 2025

Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle

Dept.: 6

1 I, JACLYN JOYCE, declare as follows:

2 1. I am an attorney at the law firm of Zakay Law Group, APLC, co-counsel of record for
3 Plaintiff Rigoberto Rojas (“Plaintiff”) in this matter. As such, I am fully familiar with the facts,
4 pleadings, and history of the matter. The following facts are within my own personal knowledge, and
5 if called as a witness, I could testify competently to the matters stated herein.

6 2. This Declaration is being submitted in support of Plaintiff’s Motion for Preliminary
7 Approval of Class Action and PAGA Settlement.

8 3. At the February 11, 2025 hearing on Plaintiff’s Motion for Preliminary Approval of the
9 Parties’ Class Action and PAGA Settlement, the Court raised three issues to be addressed. The Parties
10 have met and conferred, and as detailed below, have addressed each of these concerns.

11 A. The Court noted that the Parties’ long-form settlement agreement (the “Agreement”)
12 allowed Defendant to change the end date of the Class Period if the escalator clause
13 was triggered. In order to proceed with a fixed Class Period, the Court requested that
14 the Parties determine whether the escalator clause had in fact been triggered, and if
15 so, whether Defendant would opt to change the end date of the Class Period.
16 Defendant sent the Class Data to the Parties’ Claims Administrator, Atticus
17 Administration, LLC (“Atticus”), on or around March 28, 2025. On March 31, 2025.
18 Atticus informed the Parties that the escalator clause in this case has not been
19 triggered. Paragraph 8 of the Agreement allows for up to 36,913 workweeks before
20 the escalator is triggered (33,558 workweeks plus a 10% buffer). Atticus confirmed
21 that the total workweeks worked by the Class during the Class Period is 36,313.

22 i. Because the escalator clause has not been triggered, the Class Period will
23 remain as the period from July 7, 2018 through July 22, 2024. The Parties
24 drafted and executed an Addendum to the Agreement that clarifies the Class
25 Period and deletes all references to an “Alternate End Date”. A true and
26 correct copy of the fully executed Addendum to the Parties Agreement is
27 attached hereto as Exhibit A. The Addendum also includes a revised Class
28

1 Notice that similarly clarifies the Class Period and removes all references to
2 an “Alternate End Date”.

3 ii. Attached hereto as **Exhibit B** is a version of the Addendum that shows, in
4 redline, changes made to the Agreement.

5 B. Second, the Court asked that Plaintiff’s co-counsel, Lawyers *for* Justice, submit a
6 declaration from an attorney that has personal knowledge of all matters related to the
7 case since the case’s inception. The declaration of attorney Yasmin Hosseini is being
8 filed concurrently herewith.

9 C. Lastly, the Court requested a declaration attesting to the fee split among Plaintiff’s
10 counsel, and confirmation that Plaintiff has been informed of the split. The Parties
11 have agreed that the attorneys’ fees awarded by the Court are to be divided as follows:
12 Lawyers for Justice, P.C.- 85%; JCL Law Firm, APC – 7.5%; Zakay Law Group,
13 APLC – 7.5%. Plaintiff Rigoberto Rojas has been informed on this split in writing
14 and has consented in writing.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed this 10th day of April 2025, at Cary, North Carolina.

17
18 By: _____

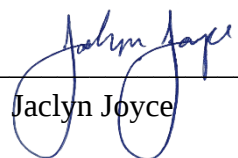
19 
20 Jaclyn Joyce
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EXHIBIT A

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Addendum to the Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Rigoberto Rojas (“Plaintiff”) and Defendant Weingart Center Association (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

On February 11, 2025, the Court requested that the Parties amend the Agreement so that the Class Period included a concrete end date. On March 28, 2025, Defense Counsel sent the Class Data to the Parties’ Administrator, Atticus Administration, LLC (“Atticus”). On March 31, 2025, Atticus confirmed that the number of workweeks worked by the Class between July 7, 2018 and July 22, 2024 totaled 36,313. Thus, the escalator clause included in paragraph 8 of the Agreement had not been triggered. Accordingly, the following Definitions, Recitals and Terms of Agreement, as well as the Class Notice, are modified and supersede those in the Agreement, as follows:

1. DEFINITIONS.

1.4 “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the period from April 20, 2021 through July 22, 2024.

...

1.12 “Class Period” means the period from July 7, 2018 to July 22, 2024.

...

1.31 “PAGA Period” means the period from April 20, 2021 to July 22, 2024.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that (1) there are 786 Class Members through July 22, 2024 who worked an estimated 33,558 Workweeks through April 23, 2024 and (2) there were 368 Aggrieved Employees who worked an estimated 8,279 PAGA Pay Periods from April 20, 2021 to April 23, 2024. Should the qualifying Workweeks increase beyond 10% worked by the Class Members during the Class Period (i.e., more than 3,356 workweeks), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above ten percent (10%), meaning Defendant will increase the Gross Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the number of Workweeks increases by 11 % to 37,249 Workweeks, the Gross Settlement Amount will increase by one percent (1 %)). The Defendant shall, in its sole discretion, have the option to either: (1) de-escalate the Settlement so that the Class Period ends on the date that the Workweek count totals an amount 10% higher than 33,558 (the “Alternate End Date”) or (2) permit the Gross Settlement Amount to be increased proportionally by the Workweeks in excess of 10% or 3,356, multiplied by the Workweek value. The Administrator reviewed the Class Data, calculated that the Workweeks totaled

36,313, which is only an 8.21% increase beyond Defendant's estimated Workweeks, and determined that the escalator clause was not triggered. Accordingly, the Parties agree that the Gross Settlement Amounts remains \$700,000.00 and that the Class Period end date is July 22, 2024, with the Alternative End Date to be disregarded. As such, the Alternative End Date has been removed from Sections 1.4, 1.12 and 1.31, which each now lists the class period end date as July 22, 2024.

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF

Dated: April 08, 2025


Rigoberto Rojas (Apr 8, 2025 22:02 PDT)

Plaintiff Rigoberto Rojas

Dated: April 8, 2025



Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers For Justice, P.C.
Attorney for Plaintiff

Dated: April 9, 2025



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: April 9, 2025



Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT

Dated: _____, 2025

Defendant Weingart Center Association

Dated: _____, 2025

Kathleen Carter
Jeffrey Gillette
Messner Reeves LLP
Attorneys for Defendant

36,313, which is only an 8.21% increase beyond Defendant's estimated Workweeks, and determined that the escalator clause was not triggered. Accordingly, the Parties agree that the Gross Settlement Amounts remains \$700,000.00 and that the Class Period end date is July 22, 2024, with the Alternative End Date to be disregarded. As such, the Alternative End Date has been removed from Sections 1.4, 1.12 and 1.31, which each now lists the class period end date as July 22, 2024.

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF

Dated: _____, 2025

Plaintiff Rigoberto Rojas

Dated: _____, 2025

Edwin Aiwasian
Arby Aiwasian
Joanna Ghosh
Ryan Slinger
Lawyers For Justice, P.C.
Attorney for Plaintiff

Dated: _____, 2025

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: _____, 2025

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT

Dated: April 8, 2025

Defendant Weingart Center Association

Dated: April 8, 2025

Kathleen Carter
Jeffrey Gillette
Messner Reeves LLP
Attorneys for Defendant

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

Rigoberto Rojas v. Weingart Center Association
Los Angeles Superior Court, Case No. 22STCV21995

Rigoberto Rojas v. Weingart Center Association
Los Angeles Superior Court, Case No. 22STCV22027

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Weingart Center Association (“Weingart”) for alleged wage and hour violations. The Action was filed by a former Weingart employee Rigoberto Rojas (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly and non-exempt employees (“Class Members”) who worked for Weingart during the Class Period July 7, 2018 to July 22, 2024; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly and non-exempt employees who worked for Weingart during the PAGA Period (April 20, 2021 to July 22, 2024) (“Aggrieved Employees”).

The proposed “Settlement” has two main parts: (1) a Class Settlement requiring Weingart to fund Individual Class Payments, and (2) a PAGA Settlement requiring Weingart to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Weingart’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Weingart’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Weingart’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys, Lawyers for Justice, P.C., The JCL Law Firm, APC, and the Zakay Law Group, APLC (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Weingart to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Weingart.

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Weingart.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Weingart, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Weingart **will not retaliate against you for any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Weingart that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Weingart must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Workweeks and number of PAGA Pay Periods you worked according to Weingart’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Weingart employee. The Action accuses Weingart of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, reimbursable expenses, failing to timely pay wages during employment, failing to keep requisite payroll records, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by attorneys in the Action: Class Counsel.

Weingart strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Weingart or Plaintiff is correct on the merits. In the meantime, Plaintiff and Weingart hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Weingart have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Weingart does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Weingart has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Weingart will Pay \$700,000 as the Gross Settlement Amount (“Gross Settlement”). Weingart has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Weingart will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$233,310.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to \$20,000 to the Administrator for services administering the Settlement.

D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Weingart are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 80 % to interest and penalties. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Weingart will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Weingart have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., “Non-Participating Class Members”) will not receive Individual Class Payments, but will preserve their rights to

personally pursue wage and hour claims against Weingart.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Weingart based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Weingart have agreed that, in either case, the Settlement will be void: Weingart will not pay any money and Class Members will not release any claims against Weingart.
8. Administrator. The Court has appointed a neutral company, Atticus Administration, LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Weingart has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Weingart or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims under state, federal, or local law, arising out of the claims expressly pleaded, or that could have been alleged, in Plaintiff’s Class Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations and other provisions of law, that could have been asserted based on the facts pleaded in the Class Action at any time during the Class Period including (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law. Except as set forth in sections 5.2 and 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested

benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Weingart has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Weingart, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Weingart or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims and causes of action for civil penalties under PAGA arising at any time during the PAGA Period for the claims that were alleged, or reasonably could have been alleged in Plaintiff's PAGA Action based on the factual allegations and theories stated therein and in Plaintiff's PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Weingart's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Weingart's calculation of Workweeks and/or PAGA Pay

Periods based on Weingart's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Weingart's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Rigoberto Rojas v. Weingart Center Association*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Weingart are asking the Court to approve. At least 28 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you

copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Rigoberto Rojas v. Weingart Center Association*, and include your name, current address, telephone number and approximate dates of employment for Weingart and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Weingart and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED] website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV21995. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley

Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

JCL LAW FIRM, APC
Jean-Claude Lapuyade
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292

ZAKAY LAW GROUP, APLC
Shani Zakay
Shani@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095

LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
T: 818-265-1020

Settlement Administrator: Atticus Administration, LLC
1295 Northland Drive Suite 160
St. Paul, MN 55120
Phone: 1-844-728-8428
Email: info@atticusadmin.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Addendum to the Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Rigoberto Rojas (“Plaintiff”) and Defendant Weingart Center Association (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

On February 11, 2025, the Court requested that the Parties amend the Agreement so that the Class Period included a concrete end date. On March 28, 2025, Defense Counsel sent the Class Data to the Parties’ Administrator, Atticus Administration, LLC (“Atticus”). On March 31, 2025, Atticus confirmed that the number of workweeks worked by the Class between July 7, 2018 and July 22, 2024 totaled 36,313. Thus, the escalator clause included in paragraph 8 of the Agreement had not been triggered. Accordingly, the following Definitions, Recitals and Terms of Agreement, as well as the Class Notice, are modified and supersede those in the Agreement, as follows:

1. DEFINITIONS.

1.4 “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the period from April 20, 2021 through July 22, 2024.

Deleted: or (c), if applicable, the Alternate End Date

...

1.12 “Class Period” means the period from July 7, 2018 to July 22, 2024.

Deleted: or, if applicable, the Alternate End Date

...

1.31 “PAGA Period” means the period from April 20, 2021 to July 22, 2024.

Deleted: or, if applicable, the Alternate End Date

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that (1) there are 786 Class Members through July 22, 2024 who worked an estimated 33,558 Workweeks through April 23, 2024 and (2) there were 368 Aggrieved Employees who worked an estimated 8,279 PAGA Pay Periods from April 20, 2021 to April 23, 2024. Should the qualifying Workweeks increase beyond 10% worked by the Class Members during the Class Period (i.e., more than 3,356 workweeks), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above ten percent (10%), meaning Defendant will increase the Gross Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the number of Workweeks increases by 11 % to 37,249 Workweeks, the Gross Settlement Amount will increase by one percent (1 %)). The Defendant shall, in its sole discretion, have the option to either: (1) de-escalate the Settlement so that the Class Period ends on the date that the Workweek count totals an amount 10% higher than 33,558 (the “Alternate End Date”) or (2) permit the Gross Settlement Amount to be increased proportionally by the Workweeks in excess of 10% or 3,356, multiplied by the Workweek value. [The Administrator reviewed the Class Data, calculated that the Workweeks totaled](#)

36,313, which is only an 8.21% increase beyond Defendant's estimated Workweeks, and determined that the escalator clause was not triggered. Accordingly, the Parties agree that the Gross Settlement Amounts remains \$700,000.00 and that the Class Period end date is July 22, 2024, with the Alternative End Date to be disregarded. As such, the Alternative End Date has been removed from Sections 1.4, 1.12 and 1.31, which each now lists the class period end date as July 22, 2024.

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF

Dated: _____, 2025

Plaintiff Rigoberto Rojas

Dated: _____, 2025

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers For Justice, P.C.
Attorney for Plaintiff

Dated: _____, 2025

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: _____, 2025

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT

Dated: _____, 2025

Defendant Weingart Center Association

Dated: _____, 2025

Kathleen Carter
Jeffrey Gillette
Messner Reeves LLP
Attorneys for Defendant

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

Rigoberto Rojas v. Weingart Center Association
Los Angeles Superior Court, Case No. 22STCV21995

Rigoberto Rojas v. Weingart Center Association
Los Angeles Superior Court, Case No. 22STCV22027

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Weingart Center Association (“Weingart”) for alleged wage and hour violations. The Action was filed by a former Weingart employee Rigoberto Rojas (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly and non-exempt employees (“Class Members”) who worked for Weingart during the Class Period July 7, 2018 to July 22, 2024; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly and non-exempt employees who worked for Weingart during the PAGA Period (April 20, 2021 to July 22, 2024) (“Aggrieved Employees”).

Deleted: or the Alternate End Date

Deleted: or the Alternate End Date

The proposed “Settlement” has two main parts: (1) a Class Settlement requiring Weingart to fund Individual Class Payments, and (2) a PAGA Settlement requiring Weingart to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Weingart’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Weingart’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Weingart’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys, Lawyers for Justice, P.C., The JCL Law Firm, APC, and the Zakay Law Group, APLC (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Weingart to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Weingart.

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Weingart.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Weingart, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Weingart **will not retaliate against you for any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Weingart that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Weingart must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Workweeks and number of PAGA Pay Periods you worked according to Weingart’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Weingart employee. The Action accuses Weingart of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, reimbursable expenses, failing to timely pay wages during employment, failing to keep requisite payroll records, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by attorneys in the Action: Class Counsel.

Weingart strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Weingart or Plaintiff is correct on the merits. In the meantime, Plaintiff and Weingart hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Weingart have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Weingart does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Weingart has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Weingart will Pay \$700,000 as the Gross Settlement Amount (“Gross Settlement”). Weingart has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Weingart will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$233,310.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to \$20,000 to the Administrator for services administering the Settlement.

D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Weingart are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 80 % to interest and penalties. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Weingart will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Weingart have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., “Non-Participating Class Members”) will not receive Individual Class Payments, but will preserve their rights to

personally pursue wage and hour claims against Weingart.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Weingart based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Weingart have agreed that, in either case, the Settlement will be void: Weingart will not pay any money and Class Members will not release any claims against Weingart.
8. Administrator. The Court has appointed a neutral company, Atticus Administration, LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Weingart has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Weingart or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims under state, federal, or local law, arising out of the claims expressly pleaded, or that could have been alleged, in Plaintiff’s Class Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations and other provisions of law, that could have been asserted based on the facts pleaded in the Class Action at any time during the Class Period including (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law. Except as set forth in sections 5.2 and 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested

benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Weingart has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Weingart, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Weingart or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims and causes of action for civil penalties under PAGA arising at any time during the PAGA Period for the claims that were alleged, or reasonably could have been alleged in Plaintiff's PAGA Action based on the factual allegations and theories stated therein and in Plaintiff's PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Weingart's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Weingart's calculation of Workweeks and/or PAGA Pay

Periods based on Weingart's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Weingart's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Rigoberto Rojas v. Weingart Center Association*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Weingart are asking the Court to approve. At least 28 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you

copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Rigoberto Rojas v. Weingart Center Association*, and include your name, current address, telephone number and approximate dates of employment for Weingart and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Weingart and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED] website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV21995. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley

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**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

JCL LAW FIRM, APC

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T: 619-599-8292

ZAKAY LAW GROUP, APLC

Shani Zakay
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LAWYERS FOR JUSTICE, PC

410 West Arden Avenue, Suite 203
Glendale, California 91203
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