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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
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11 EDGAR HERNANDEZ, individually, on a
12 representative basis, and on behalf of all others
13 similarly situated;

14 Plaintiff,

15 vs.

16 ROOM & BOARD, INC., a Minnesota
17 Corporation; and DOES 1 through 20,
18 inclusive;

19 Defendants.
20
21
22

) Case No.: 22STCV30047
) *[Assigned to Hon. William F. Highberger,*
) *Dept 10, for all purposes]*

23 **[PROPOSED] ORDER:**

- 24 **1) PRELIMINARILY APPROVING**
CLASS ACTION SETTLEMENT;
25
26 **2) CONDITIONALLY CERTIFYING A**
CLASS FOR SETTLEMENT
PURPOSES ONLY;
27
28 **3) DIRECTING DISTRIBUTION TO**
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND
4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT

1 Having considered the Class Action and PAGA Settlement Agreement (the “Settlement
2 Agreement”) between Plaintiff Edgar Hernandez and Defendant Room & Board, Inc
3 (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of
4 the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
5 submitted in support of the motion, and all supporting legal authorities and documents,
6 IT IS HEREBY ORDERED:

7 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
8 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
9 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
10 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
11 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
12 arms-length negotiations conducted after the Parties adequately investigated and became familiar
13 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
14 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

15 2. For settlement purposes only, the Court finds that the proposed Class is
16 ascertainable and that there is a sufficiently defined community of interest among the Class
17 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
18 Classes, for settlement purposes only:

19 All current and former nonexempt employees who were employed by Room &
20 Board, Inc., in California at any time during the Class Period of September 15,
21 2018, to September 30, 2023.

22 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
23 current and former nonexempt employees who were employed by Room & Board, Inc., in
24 California at any time during the PAGA Period of September 15, 2021, through September 30,
25 2023.”

26 4. The class action settlement set forth in the Settlement Agreement between
27 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the
28 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only

1 to any objections that may be raised at the Final Approval Hearing.

2 5. For settlement purposes only, the Court appoints Plaintiff Edgar Hernandez as
3 Class Representative, and Brian Mankin, Peter Carlson, and Mehrdad Bokhour as Class Counsel.

4 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
5 Administrator.

6 7. The Court approves, as to form and content, the Class Notice (attached as Exhibit
7 “A”) and finds that the Class Notice satisfies the requirements of California Rule of Court, rules
8 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final
9 approval hearing date, the proposed settlement terms and of their options, including: (1) the
10 nature of the action, the definition of the Class, the identity of Class Counsel, and the essential
11 terms of the Settlement; (2) Named Plaintiff’s and Class Counsel’s applications for the Class
12 Representative Service Payment, and Class Counsel’s request for attorneys' fees and costs; (3) a
13 formula used to determine the Class Member's estimated Individual Class Payment; (4) Class
14 Members’ rights to appear through counsel if they desire; (5) how to object to the Settlement or
15 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
16 information regarding the action and the Settlement. Counsel for the Parties are authorized to
17 correct any typographical errors in settlement and make clarifications, to the extent the same are
18 found or needed, so long as such corrections do not materially alter the substance of the
19 documents.

20 8. The Court approves the procedure for Class Members to participate in, request
21 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
22 and the Class Notice.

23 9. The Court finds that the deadlines and method set forth in the Settlement
24 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
25 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
26 entitled to notice, and otherwise satisfy the requirements of California law and due process.

27 10. The Court directs the Settlement Administrator to perform address verification
28 measures and mail the Class Notice by first class mail to the Class Members as set forth in the

1 timeline below and to otherwise carry out the Settlement according to the terms of the Settlement
2 Agreement and in conformity with this Order. The Parties are also ordered to carry out the
3 Settlement according to the terms of the Settlement Agreement.

4 11. All Class Members shall be deemed to participate in the Settlement, although any
5 Class Member who wishes to comment on or object to the Settlement or who elects not to
6 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
7 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
8 Class Notice.

9 12. The Court approves the handling of unclaimed funds set forth in the Settlement
10 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
11 result of a failure to timely cash a settlement check shall be issued to the State Controller's
12 Office in the name of the Class Member, as set forth in the Settlement Agreement.

13 13. The following dates shall govern for purposes of this settlement:

14 November 16, 2023	Preliminary Approval (PA) hearing
15	
16 December 11, 2023 (<i>25 days after PA</i>)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
17	
18 January 25, 2024 (<i>45 days after mailing Class Notice</i>)	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
19	
20 16 court days before Final Approval	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
21	
22 5 court days before Final Approval	Deadline for filing of any written reply to objection Motion for Final Approval of Settlement.
23	
24 Date: _____, 2024	Final Approval Hearing.
25 Time: _____	
26	

27 14. A final approval hearing shall be held in this Court on the date and time above to
28 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be

1 finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class
2 Counsel; and (3) the amount of the Service Payment to the Class Representative. The Court may
3 continue or adjourn the final approval hearing without further notice to the Class Notice.

4 15. Counsel for the parties shall file memoranda, declarations, or other statements and
5 materials in support of their request for final approval of the Settlement, attorneys' fees,
6 litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and
7 payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time
8 limits set by the Code of Civil Procedure and the California Rules of Court.

9 16. Neither this Order, the Settlement Agreement, nor any document referred to
10 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
11 may be construed as, or may be used as an admission by or against Defendant or any of the other
12 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing
13 or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
14 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
15 be evidence of, an admission or concession with regard to the denials or defenses by Defendant
16 or any of the other Released Parties and shall not be offered in evidence in any action or
17 proceeding against Defendant or any of the Released Parties in any court, administrative agency
18 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
19 the Settlement Agreement, or any related agreement or release.

20 17. The Court may, for good cause shown, extend any of the deadlines set forth in
21 this Order.

22 18. In the event that the Settlement Agreement does not receive final approval or the
23 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
24 shall be vacated.

25 19. Pending the Final Approval hearing, all proceedings in this action, other than
26 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
27 Order, are stayed.
28

20. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

Date: _____

Hon. William F. Highberger

EXHIBIT “A”

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

Edgar Hernandez v. Room & Board, Inc.

(Los Angeles Superior Court, Case No. 22STCV30047)

***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.***

Attention: All current and former non-exempt employees who were employed by Room & Board, Inc. ("Room & Board") in California at any time from September 15, 2018, to September 30, 2023 (the "Class Period"), you are a Class Member in a class action settlement.

You may be eligible to receive money as a Class Member in a class action lawsuit ("Action") against Defendant Room & Board for alleged wage and hour violations. The Action was filed by Edgar Hernandez ("Plaintiff" and "Class Representative") and seeks payment of unpaid wages, statutory damages, interest and attorneys' fees on behalf of all Class Members (defined above). Additionally, the Action seeks civil penalties under the California Private Attorney General Act ("PAGA") for all current and former hourly, nonexempt employees who were employed by Room & Board, Inc., in California at any time from September 15, 2021, through September 30, 2023 (the "PAGA Period"), who are referred to as "Aggrieved Employees."

Room & Board strongly denies violating any laws or failing to pay any wages and contends it complied with and continues to comply with all applicable laws. Room & Board is settling the Action in order to avoid the further burden and expense of litigation.

With this preliminary approval of the settlement, the Court has not made any decision as to whether Plaintiff can or will win the Action. In other words, the Court has not said that Defendant violated any law, or that Plaintiff or any other person is entitled to receive money or any other relief.

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

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Weeks Worked	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendant’s records, your Individual Class Payment (less withholding) and your Individual PAGA Payment (to the extent applicable) are shown in the chart above, along with the Weeks you are credited with working during the Class Period and during the PAGA Period, according to Defendant’s records. 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 Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

If you believe that you worked more Work Weeks during either period than what Defendant’s records show, you can submit a challenge by the **DATE**, 2024 (the “Response Deadline”). For additional information on the Response Deadline, 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 do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you were employed by Defendant Room & Board during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) RESPONSE DEADLINE: DATE, 2024	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. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
OBJECT	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The

RESPONSE DEADLINE: , 2024	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.
DISPUTE YOUR PAY PERIODS WORKED RESPONSE DEADLINE: , 2024	If you believe that your number of Weeks Worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Weeks you worked during the Class Period and how many Weeks you worked during the PAGA Period, respectively. The number of Weeks for which you received credit is shown in the chart on the first page, and are based on Defendant’s records. If you disagree with either of these numbers, you must submit a challenge by the deadline. See Section 4 of this Notice.

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

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT ITS NOT REQUIRED	
DATE: , 2024 TIME: A.M. / P.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not 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.

1. WHAT IS THE ACTION ABOUT?

Plaintiff and Class Representative Edgar Hernandez is a former employee of Room & Board. The Action accuses Defendant Room & Board of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, and wages due upon termination, and failing to provide meal periods, rest breaks, reimbursement for expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with and continues to comply with all applicable laws. Defendant has agreed to settle the case in order to avoid the burden and expense of further litigation.

Plaintiff is represented by attorneys in the Action (“Class Counsel”). See Section 9 below

for their contact information.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 Defendant 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, Defendant 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) Defendant 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. Defendant Room & Board Will Pay \$1,300,000 as the Gross Settlement Amount (Gross Settlement). Defendant 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 Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment is entered by the Court and the Settlement becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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 \$433,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff Edgar Hernandez as a Class Representative Service

Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive from the Settlement other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$9,000 to Phoenix Settlement Administrators (the "Settlement Administrator" or "Administrator") for services administering the Settlement.
 - D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked.
 - E. 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 Weeks Worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay, to the Administrator, 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 Defendant 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 are 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 the Response Deadline, 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 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant subject to the applicable statute of limitations. Section 9 of this Notice has the Administrator's contact information.

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 Defendant 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Settlement Administrator" or "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 Weeks Worked, 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 Defendant 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 Defendant or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are 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 the Released Parties from the claims alleged in the operative Complaint, or that reasonably could have been alleged based on the facts stated in the First Amended Complaint,

including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to timely pay wages upon separation of employment, (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful competition, and (i) all other claims for statutory penalties based on the facts or claims alleged in the operative complaint (“Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. 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.

As used herein, “Released Parties” means “Defendant Room & Board and its parents, subsidiaries, affiliates, directors, owners, shareholders, officers, agents, attorneys, servants, managers, representatives, accountants, auditors, consultants, insurers, joint employers and employees, past, present and future, and each of them and anyone acting in concert with foregoing.”

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes to the Settlement Administrator), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases 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 for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Complaint and in Plaintiff’s PAGA Notice to the LWDA, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to failure to timely pay wages each period and upon separation of employment, (g) failure to provide accurate itemized wage statements, and (h) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint (“Released PAGA Claims”). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period.

The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

4. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.
3. Weeks Worked Challenges. The number of weeks you worked during the Class Period as recorded in Defendant's records are stated on the first page of this Notice. You have until the Response Deadline to challenge the number of Weeks Worked 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 Defendant's calculation of Weeks Worked based on Defendant'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 Weeks Worked challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant'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 and Aggrieved Employees. 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) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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 Hernandez v. Room & Board, 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. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the INSERT DATE 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 requests as a Class Representative Service Payment. 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 INSERT URL or the Court's website INSERT URL.

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 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 INSERT DATE (the "Response Deadline").** 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 Hernandez v. Room & Board and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 **INSERT DATE** at **INSERT TIME** in Department SS10 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, Plaintiffs, 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 at your own cost) 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 **INSERT URL** 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 Defendant 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 the Administrator's website at **INSERT URL**. 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. 22STCV30047. 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.

The contact information for Class Counsel and the Settlement Administrator are below:

<u>Class Counsel</u>	
Brian Mankin, Esq. <i>brian@lmlfirm.com</i> Peter Carlson, Esq. <i>peter@lmlfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Mehrdad Bokhour, Esq. <i>mehrdad@bokhourlaw.com</i> Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493

<u>Settlement Administrator:</u>
Phoenix Settlement Administrators Email Address Mailing Address Telephone Number Fax Number Case URL

10. WHAT IF I LOSE MY SETTLEMENT CHECK?
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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. Section 9 of the Notice has the Administrator's contact information.
