

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

(Alyssa Figueroa v. Casetta Management, LLC, et al., Superior Court of the State of California, County of San Diego, Case No. 37-2022-00050082-CU-OE-CTL)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< >>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself (or “opt out”), you must send a written request for exclusion to the Settlement Administrator as provided below. If you request to be excluded from the Settlement, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object	You may write to the Court about why you do not agree with the Settlement and/or you may appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement, you must take action by certain deadlines. If you want the Settlement as proposed, you don’t need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the “Court”) has been reached between Plaintiff Alyssa Figueroa (“Plaintiff”) and Defendant Casetta Management, LLC (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All non-exempt employees who are currently or previously were employed by Casetta Management, LLC, and performed work in California during the Class Period.

The Class Period is December 14, 2018, through June 5, 2023.

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

2. What is this class action lawsuit about?

On December 14, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego, alleging the following Class and Private Attorneys General Act (“PAGA”) claims against Defendant: unfair business practices; failure to pay wages; failure to pay overtime compensation; failure to provide meal periods; failure to provide rest periods; failure to properly calculate the regular rate of compensation related to, among other things, the banquet service charges, meal and rest period premiums, and overtime; failure to reimburse for business expenses; failure to maintain or provide accurate itemized statements; failure to timely provide wages; failure to provide gratuities; and violations of the PAGA based on the aforementioned alleged violations (the “Complaint”). This lawsuit is referred to as the “Action.”

Defendant denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages and gratuities owed under California law; that Defendant provided all required meal and rest periods; that Defendant paid all meal and rest period premiums at the appropriate rate of pay; that all necessary business expenses were reimbursed; that all wages were paid timely; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; that Defendant did not engage in unfair business practices; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms, Barvié Law, APC, JCL Law, APC, and Zakay Law Group, APLC, to serve as Class Counsel.

3. What are the terms of the Settlement?

Defendant has agreed to pay an “all in” amount of One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment (including both the LWDA PAGA Payment and Individual PAGA Payments) for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within ten (10) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” means the date of entry of the Court’s order granting Final Approval of the Settlement, or if there are objections or any appeal, the last date on which a notice of appeal from the judgment may be filed and none is filed or the date the judgment is affirmed and no longer subject to appeal. Fifteen (15) days after the Settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request to be excluded from the Settlement (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,750.00 for expenses, including without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third of the Gross Settlement Amount, which is presently \$53,333.33 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Payment. A payment of \$10,000.00 relating to the claim for penalties under the PAGA, \$7,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA PAGA Payment”). The remaining \$2,500.00 will be distributed to the Aggrieved Employees based on their respective pay periods during the PAGA Period (September 30, 2021 through June 5, 2023) (“Individual PAGA Payments”). “Aggrieved Employees” means all non-exempt employees who are currently or previously were employed by Casetta Management, LLC, and performed work in California during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$ [REDACTED], based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the number of workweeks and pay periods actually worked by the Participating Class Members during the Class Period; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of workweeks to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked reduced by workweeks whereby the Participating Class Member previously released claims, if any, by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

Tax Matters. Twenty percent (20%) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty percent (80%) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties, including waiting time penalties and PAGA penalties, allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend or represent that anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date, Defendant shall receive a release from all class claims pled in the operative complaint, including claims for Unfair Competition, Failure to Pay

Overtime Wages, Failure to Pay Minimum Wages, Failure to Provide Meal Periods, including failure to pay meal period premiums at the proper rate of pay, Failure to Provide Rest Periods, including failure to pay rest period premiums at the proper rate of pay, Failure to Reimburse for Required Expenses; Failure to Provide Accurate and Fully Compliant Wage Statements, Failure to Provide Wages When Due, and Failure to Provide Gratuities; claims for violations based on: California Business and Professions Code sections 17200, *et seq.*, and 17203; Labor Code sections 201, 202, 203, 204 and the sections that follow, 210, 226-226.6, 226.7, 246 and the sections that follow, 351, 510 and the sections that follow, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698, and the sections that follow, Code of Civil Procedure sections 382, 474, 1021.5; IWC Wage Orders No. 5; Fair Labor Standards Act, 29 U.S.C. sections 201 and the sections that follow, claims for injunctive relief based that could have been pled; punitive damages that could have been pled; liquidated damages that could have been pled; penalties of any nature that could have been pled; interest; attorneys' fees and costs (except those provided for herein); and any claims and violations that could have been pled in the operative complaint or any amendments thereto which occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims").

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

Released PAGA Claims. As of the Effective Date, Defendant shall receive a release from the State of California of all PAGA claims and violations pled or that could have been pled in the operative complaint and PAGA letter sent by the Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees, including but not limited to: Labor Code sections 201, 202, 203, 204 and the sections that follow, 210, 226-226.6, 226.7, 246 and the sections that follow, 351, 510 and the sections that follow, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698, and the sections that follow, and expressly excluding claims outside of the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Based on the calculations of payments to Class Members discussed above, your estimated Settlement Share from the Net Settlement Amount is << >>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: APEX Class Actions, [REDACTED].

The Court will hold a Final Approval Hearing on [REDACTED], 2024, at [REDACTED] to decide whether to approve the Settlement and fix the amounts to be paid as attorney's fees and costs to Class Counsel and as service awards to the Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately twenty-five (25) days after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement terms, which means you will retain the right to sue Defendant for the Released Class Claims. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [REDACTED] [forty-five (45) days after the date of the Class Notice or sixty (60) days after the Class Notice in the case of re-mailing]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Figueroa v. Casetta Management, LLC* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Figueroa v. Casetta Management, LLC*, Case No. 37-2022-00050082-CU-OE-CTL. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is APEX Class Action, [REDACTED]. Written requests for exclusion from the Settlement that are postmarked after [REDACTED] or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of

employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Figueroa v. Casetta Management, LLC*, in the Superior Court of the State of California, County of San Diego, Case No. 37-2022-00050082-CU-OE-CTL.

All written objections must be mailed to the Settlement Administrator at [REDACTED], no later than [REDACTED] [forty-five (45) days after the date of the Class Notice or sixty (60) days after the Class Notice in the case of re-mailing].

Alternatively, Class Members may appear in person or remotely at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/sdcourt/generalinformation>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Nicole Barvié, Esq.
Barvie Law APC
550 W B St., 4th Floor
San Diego, CA 92101
Tel.: (858) 255-0928
E-Mail: nicole@barvielaw.com

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600 San
Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600 San
Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendant:

Adrienne L. Conrad, Esq.
Jaclyn M. Reinhart, Esq.
Jackson Lewis P.C.
225 Broadway, Suite 1800
San Diego, CA 92101
Tel.: (619) 573-4900
Fax: (619) 573-4901
E-Mail: adrienne.conrad@jacksonlewis.com
Jaclyn.reinhart@jacksonlewis.com

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

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the San Diego Superior Court, located at 330 W Broadway, San Diego, California 92101, in Department C-71 before Judge Gregory W. Pollack. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego and entering Case No. 37-2022-00050082-CU-OE-CTL.

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

You may call the Settlement Administrator at (888) 250-6810 or write to *Figueroa v. Casetta Management, LLC* Settlement Administrator, c/o APEX Class Action; or contact Class Counsel at Nicole Barvie, Esq. of Barvie Law, Tel: 858-255-0928; email: nicole@barvielaw.com.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs, and service awards, the motion for final approval, or other Settlement documents by contacting Class Counsel. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego Superior Court (<https://roa.sdcourt.ca.gov/roa/faces/NameSearch.xhtml>) and entering the Case No. 37-2022-000500821. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the San Diego Superior Court: Hall of Justice, 330 W. Broadway, San Diego, California 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds as follows: One hundred percent (100%) to Casa Cornelia, a non-profit organization that provides legal services to victims of human and civil rights violations, including assisting asylum seekers with their asylum applications and employment authorization documents.

- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.