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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ARIEL DIAZ, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

REGAL CINEMAS, INC., a Tennessee
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 25STCV38124

Honorable Richard S. Kemalyan
Department 61

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation ID: 605427340953
Date: June 16, 2026
Time: 9:00 a.m.
Department: 61

Complaint Filed: December 29, 2025
Trial Date: None Set

1 This matter has come before the Honorable Richard S. Kemalyan in Department 61 of the
2 Superior Court of the State of California, for the County of Los Angeles, on June 16, 2026, at 9:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Ariel Diaz ("Plaintiff"), individually, and
5 on behalf of all others similarly situated, as well as on behalf of the State of California with respect
6 to PAGA Members pursuant to the California Private Attorneys General Act and Ogletree, Deakins,
7 Nash, Smoak & Stewart, P.C. appear as counsel for Defendant Regal Cinemas, Inc. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class and Private Attorneys General Act
13 Representative Action Settlement Agreement and Release ("Settlement," "Agreement," or
14 "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Declaration of Daniel Bass in Support
15 of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the
16 Court's determination that the Settlement falls within the range of possible approval as fair,
17 adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that extensive investigation and research have been conducted
23 such that counsel for the parties at this time are able to reasonably evaluate their and each other's
24 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
25 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented
26 by the further prosecution of the case. It further appears that the Settlement has been reached as the
27 result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good
28 faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, Settlement
3 Administrator Costs, and payments to the Participating Class Members and PAGA Members
4 provided thereby, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
7 settlement awards made available to the Class Members and PAGA Members are fair, adequate, and
8 reasonable when balanced against the probable outcome of further litigation relating to certification,
9 liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the **Class**, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendant within the State of California at any time during the Class Period. "Class
Period" means the period from August 1, 2023 to June 7, 2026.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Daniel Bass, and
24 Brian J. St. John of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Ariel Diaz as the Class Representative.

26 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
27 administration of the Settlement ("Settlement Administrator").

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1 10. Within 21 calendar days after entry of this Preliminary Approval Order, Defendant
2 shall provide the Settlement Administrator with the following information about each Class
3 Member: full name; last known address; social security number; number of Eligible Class
4 Workweeks; number of Eligible PAGA Pay Periods; and information sufficient to determine
5 Eligible Class Workweeks for each Class Member and Eligible Pay Periods for each PAGA Member
6 (collectively referred to as the “Class Information”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Notice”) attached hereto as “**EXHIBIT A.**” The Notice shall be provided to Class
9 Members in the manner set forth in the Settlement. The Court finds that the Notice appears to fully
10 and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members’ and PAGA Members’ right to challenge the Eligible Workweeks and/or the Eligible
13 Pay Periods credited to each of them, and of each Participating Class Member’s right and
14 opportunity to object to the Class Settlement. The Court further finds that distribution of the Notice
15 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
16 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
17 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
18 further orders the Settlement Administrator to mail the Notice to all Class Members within 30
19 calendar days of received the Class Information from Defendant, pursuant to the terms set forth in
20 the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
24 for Exclusion no later than 45 calendar days from the initial mailing of the Notice (“Response
25 Deadline”), or, in the case of a re-mailed Notice, the Response Deadline shall be extended by 15
26 calendar days from the date of the Response Deadline. Any Class Member who submits a Request
27 for Exclusion from the Class Settlement will not be a Participating Class Member and will not have
28 any right to object, appeal, or comment on the Class Settlement. Class Members who submit a

1 timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms of
2 this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval
3 Order and Judgment entered thereon. PAGA Members will be bound by the PAGA Settlement,
4 irrespective of whether they exercise their option to opt out of the Class Settlement.

5 13. A Final Approval Hearing shall be held before this Court on
6 _____ at _____ a.m./p.m. in
7 Department 61 of the Superior Court of California for the County of Los Angeles, located at 111
8 North Hill Street, Los Angeles, California 90012, to determine all necessary matters concerning the
9 Settlement, including: whether the proposed settlement of the action on the terms and conditions
10 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
11 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
12 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
13 to the Class Members and PAGA Members; and determine whether to finally approve the requests
14 for the Class Counsel Award, Class Representative Enhancement Award, and Settlement
15 Administrator Costs.

16 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class
17 Counsel Award, Class Representative Enhancement Award, PAGA Payment, and Settlement
18 Administrator Costs, along with the appropriate declarations and supporting evidence, including the
19 Settlement Administrator's declaration, by
20 _____, to be heard at the Final Approval
21 Hearing.

22 15. Only Class Members who do not request exclusion from the Class Settlement may
23 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator
24 prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
25 regardless of whether they submitted a written Notice of Objection. The Notice of Objection must
26 be signed by the Participating Class Member and contain all information required by this Settlement
27 Agreement. A Participating Class Member who does not object prior to or at the Final Approval
28 Hearing will be deemed to have waived any objections and will be foreclosed from making any

1 objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

2 16. The Settlement is not a concession or admission and shall not be used against
3 Defendant as an admission or indication with respect to any claim of any fault or omission by
4 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
5 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither
6 the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor
7 any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence
8 as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but
9 not limited to, evidence of a presumption, concession, indication or admission by Defendant of any
10 liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any
11 condition constituting a violation of, or a non-compliance with state, federal, local or other
12 applicable law, except for legal proceedings concerning the implementation, interpretation, or
13 enforcement of the Settlement.

14 17. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
17 vacated, and the Parties shall revert back to their respective positions as of before entering into the
18 Settlement Agreement.

19 18. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
21 Members, and retains jurisdiction to consider all further applications arising out of or connected with
22 the Settlement.

23 **IT IS SO ORDERED.**

24 Dated: _____

By:

The Honorable Richard S. Kemalyan
Judge of the Superior Court

EXHIBIT A

Superior Court of the State of California, County of Los Angeles

Ariel Diaz v. Regal Cinemas, Inc.
Case No. 25STCV38124

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: **Class Members**: All current and former hourly-paid or non-exempt employees who worked for Defendant Regal Cinemas, Inc. within the State of California at any time during the period from August 1, 2023 to June 7, 2026 (the "Class Period").

PAGA Members: All current and former hourly-paid or non-exempt employees who worked for Defendant Regal Cinemas, Inc. within the State of California at any time during the period from August 1, 2023 to June 7, 2026 (the "PAGA Period").

A class action and representative action under the California Private Attorneys General Act of 2004 ("PAGA"), which was brought on behalf of the Class and PAGA Members (defined above) and against Defendant Regal Cinemas, Inc. ("Defendant"), has been settled for \$3,100,000.00. As explained in this Notice, if the Court approves the Class and PAGA Settlement, then you may receive payments under the Settlement. You are receiving this Notice because Defendant's records indicate that you are a Class Member and/or a PAGA Member.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Class and PAGA settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims. <i>Please note that you must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND <u>NOT</u> RECEIVE A CLASS SETTLEMENT CHECK	If you ask to be excluded from the Class portion of the settlement, then you will not receive any payment from the class settlement. But if you exclude yourself, you will not be bound by the release of class claims. You may exclude yourself from the class settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement money and be bound by the release of PAGA claims.
OBJECT	Object to the Settlement if you think the Settlement is not fair by sending your written objection to the Settlement Administrator and, if you wish,

	appear at the Final Approval Hearing. If you submit a Request for Exclusion from the Settlement, you cannot also object to it. The deadline to submit an objection is [45 calendar days from date of mailing].
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- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**
- **Regal supports the settlement and will not retaliate in any manner against any class member for any reason, including whether they decide to participate in the class settlement or choose another option provided in this notice.**

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class and representative PAGA action lawsuit, and about all your options, before the Court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, the payments that are available, who is eligible to receive them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Los Angeles, and the case is known as *Ariel Diaz, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act v. Regal Cinemas, Inc.*, Case No. 25STCV38124 (the "Action" or the "Lawsuit").

2. What is the Lawsuit about?

On October 24, 2025, Plaintiff Ariel Diaz (“Plaintiff”) provided written notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendant Regal Cinemas, Inc. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations (the "PAGA Notice Letter"). On December 29, 2025, Plaintiff filed a Class Action Complaint for Damages in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV38428. On the same date, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., Case No. 25STCV38124. On [DATE] Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in Case No. 25STCV38124 which became the operative complaint in the Action.

The Complaints allege that Defendant failed to pay overtime wages; failed to provide compliant meal periods and pay associated premium wages; failed to provide compliant rest periods and pay associated premium wages; failed to pay minimum wages; failed to timely pay final wages; failed to timely pay wages during employment; failed to provide compliant wage statements; failed to keep requisite payroll records; failed to reimburse business expenses; and engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. Plaintiff also asserts claims for civil penalties under PAGA for the foregoing alleged violations.

Defendant denies the claims in the Lawsuit. However, Defendant has agreed to settle the Lawsuit to avoid the cost, risk, and inconvenience of further litigation. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated.

3. What is a class action?

In a class action lawsuit, a plaintiff who is called a “class representative” (in this case, Ariel Diaz) sues on behalf of others (called a “class” or “class members”) who may have similar claims.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or of the Defendant. Instead, both sides agreed to a no-fault settlement of the Lawsuit (the "Settlement"). On April 8, 2026, the Parties participated in a mediation session with Darren Cohen, Esq., a mediator experienced in resolving wage and hour class and representative actions, and as a result reached an agreement to settle all claims in the Action. That way, they avoid the cost of further litigation, and the Class Members, PAGA Members and the State of California will receive money from the Settlement.

5. Who are the Parties in these Lawsuits?

Plaintiff Ariel Diaz is a former employee of the Defendant. The Defendant is Regal Cinemas, Inc.

6. Who are the Attorneys representing the Plaintiff and the Class?

The Court has appointed the following counsel of Lawyers *for* Justice, PC as counsel for the Class:

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Daniel Bass, Esq.

Lawyers *for* Justice, PC

450 North Brand Blvd, Suite 900

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a payment of \$3,100,000.00 to fully and finally resolve all Released Class Claims and Released PAGA Claims (referred to as the "Total Settlement Amount"). Class Counsel will apply to the Court for attorneys' fees of up to 35% of the Total Settlement Amount and for the reimbursement of reasonable litigation costs and expenses not to exceed \$25,000.00. Plaintiff will also apply for a Class Representative Enhancement Award of up to \$10,000.00 in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action and in return for a general release of claims. Settlement administration expenses of up to \$30,000.00 will be paid from the Total Settlement Amount. A PAGA Payment of \$310,000.00 will be allocated from the Total Settlement Amount to claims under PAGA, with 65% payable to the LWDA and 35% distributed to PAGA Members as Individual PAGA Payments.

The exact amounts of these payments will be determined by the Court at the Final Approval Hearing if the Settlement is approved. Following the Court-approved deductions, the remaining portion of the Settlement, the Net Settlement Amount ("NSA"), is estimated to be \$1,670,000.00. The NSA will be apportioned and paid out entirely, automatically, to all “Participating Class Members” who have not asked to be excluded from the class settlement. Each Participating Class Member will receive a “Individual Settlement Payment” for their portion of the NSA. No portion of the Total Settlement Amount will revert to Defendant under any circumstances.

8. How will the Individual Settlement Payments be calculated and how much will my award be?

Participating Class Members will receive a pro-rata share of the NSA based on the number of Eligible Workweeks they worked for Defendant during the Class Period (August 1, 2023 to June 7, 2026). Here is how it works: the Settlement Administrator will determine the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Period (the "Final Workweek Total"), then divide the NSA by the Final Workweek Total to determine the settlement value for each Eligible Workweek (the "Final Workweek Value"), and then multiply the number of Eligible Workweeks of each Participating Class Member by the Final Workweek Value to determine that Participating Class Member's Individual Settlement Payment. The counts of Eligible Workweeks will be based on Defendant's timekeeping records.

Based on Defendant's records, you are credited [REDACTED] Eligible Workweeks during the Class Period and your estimated gross Individual Settlement Payment is \$ [REDACTED] (before reduction for taxes). Although the actual amount that is paid may be lower or higher than the amount estimated.

If you wish to dispute your number of Eligible Workweeks during the Class Period, you must submit a Workweeks Dispute to the Settlement Administrator in writing no later than forty-five (45) days after the mailing of this Notice. Your Workweeks Dispute must contain your full name, signature, address, telephone number, and last four digits of your Social Security number; the case name and number of the Action; a clear statement that you dispute the number of Eligible Workweeks credited to you and what you contend is the correct number; and any supporting documentation. Please mail your Workweeks Dispute to the Settlement Administrator at the mailing address listed in section __ herein, postmarked on or before the Response Deadline.

Each gross Individual Settlement Payments is allocated as 20% wages and 80% penalties, interest, and non-wage damages. The wage portion of Individual Settlement Payments shall be subject to reduction for required withholdings and deductions and shall be reported on Form W-2. The non wage portion of Individual Settlement Payments will be reported on Form 1099, if required. You will be responsible for the tax consequences of your Individual Settlement Payment, for filing your own tax returns, for reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual Settlement Payment you could receive under the Settlement.

9. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate \$310,000.00 of the Total Settlement Amount as penalties recoverable under PAGA. 65% of this amount will be paid to the LWDA, as required by law (the "LWDA PAGA Payment"). The remaining 35% will be distributed to the PAGA Members as Individual PAGA Payments. The Individual PAGA Payments are paid in addition to any Individual Settlement Payments. 100% of the PAGA Payment will be treated as civil penalties. You should consult with a tax advisor concerning the tax consequences of the Individual PAGA Payment you could receive under the Settlement.

You are only a PAGA Member if you worked for Defendant during the PAGA Period (August 1, 2023 to June 7, 2026). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of Eligible Pay Periods that you worked during the PAGA Period. The Settlement Administrator will determine the total number of Eligible Pay Periods during the PAGA Period, then divide 35% of the PAGA Payment by the total number of Eligible Pay Periods to determine the Pay Period Value, then multiply the Pay Period Value by the total number of Eligible Pay Periods credited to each PAGA Member to determine that PAGA Member's Individual PAGA Payment.

Based on Defendant's records, you are credited [REDACTED] Eligible Pay Periods worked during the PAGA Period. Based on that number, your anticipated approximate Individual PAGA Payment is \$ [REDACTED].

Although the actual amount that is paid may be lower or higher than the amount estimated. If you wish to dispute your number of Eligible Pay Periods worked during the PAGA Period, you must notify the Settlement Administrator in writing at the mailing address listed in Section 20 herein, no later than forty-five (45) days after the mailing of this Notice.

HOW TO GET PAYMENT

10. How can I get my payment from the Settlement?

If the Settlement is approved, you do not need to do anything to receive payment from the Settlement. If the Court approves the Settlement at a Final Approval Hearing, your payment will be mailed to the address on file with the Settlement Administrator. It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your payment will be mailed to the last known address on file for you. If this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail at the mailing address listed in section __ herein or by calling the Settlement Administrator at --.

11. When can I expect to receive my payment from the Settlement?

If the Court approves the Settlement, your share of the Settlement will be mailed within fifteen (15) calendar days after Defendant fully funds the Settlement. Your share of the Settlement will be mailed to the address on file for you.

12. What am I giving up to get my payment from the Settlement?

Participating Class Members will be giving up or "releasing" the claims described below against Defendant Regal Cinemas, Inc. and its past, present, and/or future, direct and/or indirect, owners, officers, directors, members, managers, exempt-level employees, agents, representatives, attorneys, insurers, parent companies, benefit plans, subsidiaries, affiliates, successors, and assigns ("Released Parties"):

Release of Class Claims: Upon the Effective Date and full funding of the Total Settlement Amount, each Participating Class Member will be bound by the approval and judgment and thereby releases the Released Parties from all claims and/or causes of action arising during the Class Period under any state, local, or federal law or administrative regulation by Participating Class Members against the Released Parties that were or could have been alleged based on the allegations in the Complaints alleging violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 226 et seq., 226(a), 226(e), 226(h), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable IWC Wage Orders, including inter alia, Wage Orders 4-2001, 5-2001, and 10-2001, including and not limited to: (a) All claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay reporting time pay, the alleged failure to pay for all time worked at correct rates, and the alleged failure to pay for off-the-clock work, including pre-shift, post-shift, and work during meal and rest periods; (b) All claims for off-the-clock work, including claims of unpaid pre- and post-shift work, responding to work-related communications, cleaning, assisting customers, donning and doffing, and alleged improper deductions of time worked and meal breaks taken; (c) All claims for meal period violations, including claims for short, late, missed, interrupted, and/or improperly controlled meal periods, the failure to pay premium wages, the failure to pay premium wages at the correct regular rates, and the failure to properly record meal periods; (d) All claims for rest break violations, including claims for short, late, missed, interrupted, and/or improperly controlled rest breaks, the failure to pay premium wages, and the failure to pay premium wages at the correct regular rates; (e) All claims for the alleged failure to provide a day of rest in violation of Sections 551 and 552 of the California Labor Code; (f) All claims for the untimely payment of wages, including minimum, regular, overtime, and premium wages to employees in violation of Section 204 of the California Labor Code; (g) All claims for the untimely payment of final wages and associated waiting time penalties under Sections 201, 202, and 203 of the California Labor Code; (h) All claims for unreimbursed expenses, including, but not limited

to, expenses incurred for the purchasing and maintenance of specialty footwear in compliance with company policies and any other necessary business-related expenses and costs; (i) All claims for improper or inaccurate itemized wage statements, including any alleged violations of California Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Complaints and the PAGA Notice Letter, including the allegations that wage statements lacked the total number of hours worked and corresponding rates, and including claims for injuries suffered therefrom; (j) All claims for the alleged failure to keep accurate records in violation of Section 1174(d) of the California Labor Code; (k) All claims under the California Business & Professions Code (including Section 17200 et seq.) premised on the facts, claims, and causes of action alleged in the Action; (l) All claims for reporting time pay under the applicable IWC Wage Orders; and (m) All claims for statutory penalties, liquidated damages, punitive damages, restitution, and equitable and declaratory relief based on the allegations in the Complaints and the PAGA Notice Letter (collectively “Released Class Claims”).

Release of PAGA Claims: Upon the Effective Date and full funding of the Total Settlement Amount the State of California with respect to the PAGA Members, will fully and finally release the Released Parties from all claims and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”) arising during the PAGA Period, on behalf of the State of California with respect to PAGA Members against the Released Parties that were or could have been alleged based on the allegations in the Complaints and in the PAGA Notice Letter, including all claims for civil penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 256, 510, 512(a), 551, 552, 558, 1174, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, IWC Wage Orders including, inter alia, Wage Orders 4-2001, 5-2001, and 10-2001, including and not limited to: (a) All claims for civil penalties under PAGA based on the alleged failure to pay wages earned, including minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay reporting time pay, and the alleged failure to pay for all time worked at correct rates; (b) All claims for civil penalties under PAGA based on alleged off-the-clock work, including claims of unpaid pre- and post-shift work, responding to work-related communications, cleaning, assisting customers, donning and doffing, and alleged improper deductions of time worked and meal breaks taken; (c) All claims for civil penalties under PAGA based on the alleged failure to provide a day of rest in violation of Sections 551 and 552 of the California Labor Code; (d) All claims for civil penalties under PAGA based on the alleged failure to provide compliant meal periods, including claims for short, late, missed, interrupted, and/or improperly controlled meal periods, the failure to pay premium wages, the failure to pay premium wages at the correct regular rates, and the failure to properly record meal periods; (e) All claims for civil penalties under PAGA based on the alleged failure to provide compliant rest breaks, including claims for short, late, missed, interrupted, and/or improperly controlled rest breaks, the failure to pay premium wages, and the failure to pay premium wages at the correct regular rates; (f) All claims for civil penalties under PAGA based on the alleged failure to pay wages on a timely basis, including minimum, regular, overtime, and premium wages to employees in violation of Section 204 of the California Labor Code; (g) All claims for civil penalties under PAGA based on the alleged failure to provide timely payment of final wages in violation of Sections 201 and 202 of the California Labor Code; (h) All claims for civil penalties under PAGA based on the alleged failure to reimburse employees for all business expenses, including, but not limited to, expenses incurred for the purchasing and maintenance of specialty footwear in compliance with company policies, use of personal cell phones for work tasks, and mileage using personal vehicle for work tasks; (i) All claims for civil penalties under PAGA based on the alleged failure to provide accurate itemized wage statements, including any alleged violations of California Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Complaints and the PAGA Notice Letter, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates; (j) All claims for civil penalties under PAGA based on the alleged failure to keep accurate records in violation of Section 1174(d) of the California Labor Code; (k) All claims for civil penalties under PAGA based on the alleged failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1; (l) All claims for civil penalties under PAGA based on the alleged failure to pay reporting time pay under the applicable IWC Wage Orders; and (m) Any other claims for civil penalties alleged in the Complaints and in the PAGA Notice Letter (collectively “Released PAGA Claims”).

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. Can I exclude myself from the class settlement?

If you do not wish to participate in the class settlement for whatever reason, you can exclude yourself from the class settlement (that is, "opt out" of the class settlement). If you opt out, you will not be bound by the class settlement. However, you cannot opt out of the PAGA portion of the Settlement.

To opt out and exclude yourself from the class settlement so that you do not become a Participating Class Member, you must submit a written Request for Exclusion to the Settlement Administrator. Your Request for Exclusion must contain: (a) the case name and number of the Action; (b) your full name, present address, signature, telephone number, and last four (4) digits of your Social Security number; and (c) a statement electing to be excluded from the class settlement. Your Request for Exclusion must be mailed to the Settlement Administrator at the mailing address in Section 20 herein, postmarked on or before [45 calendar days from date of mailing]. Requests for Exclusion postmarked after this date will not be accepted.

14. If I don't exclude myself from the class settlement, can I sue Defendant for the same thing later?

No. Unless you exclude yourself from the class settlement, you give up any right to sue Defendants for the Released Class Claims.

15. If I exclude myself from the class settlement, can I get money from this settlement?

No, not from the class settlement. If you request to be excluded from the class settlement, you will not receive an Individual Settlement Payment. You also will not be able to object to the class settlement as explained below. Your Individual Settlement Payment will be redistributed to the Participating Class Members.

However, if you are a PAGA Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the class settlement.

No portion of the Total Settlement Amount will go back to Defendant because of any person opting out of the Settlement.

OBJECTING TO THE CLASS SETTLEMENT

16. How do I tell the Court that I don't like the Settlement?

If you don't think the Settlement is fair, and you don't request to be excluded from the class settlement, you can object to the class settlement and tell the Court that you don't agree with the class settlement or some part of it before the Court decides whether to grant final approval of the Settlement.

To object in writing, you must submit a timely written objection (a "Notice of Objection") to the Settlement Administrator. Your Notice of Objection must be signed by you and state: (a) the case name and number of the Action; (b) your full name and address; (c) the factual and/or legal basis for the objection; (d) whether you are represented by counsel, and if so, identify said counsel; and (e) whether you intend to appear at the Final Approval Hearing. You must mail your written objection to the Settlement Administrator at the mailing address in Section 20 herein, postmarked on or before [45 calendar days from date of mailing].

Any Participating Class Member who fails to submit a timely and complete Notice of Objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the class settlement whether by appeal or otherwise.

If you have questions regarding this Settlement, you should contact Class Counsel (see Section 6 above) or the Settlement Administrator (see Section 20 below). Please DO NOT contact attorneys for Defendant or any of Defendant's managers, supervisors, or owners.

THE COURT'S FINAL APPROVAL HEARING

17. **When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing in the Superior Court of the State of California, County of Los Angeles, located at [REDACTED] on [REDACTED], at [REDACTED] a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Enhancement Award, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval Hearing without further notice to Class Members.

You may appear for the Final Approval Hearing in person or virtually via LACourtConnect. Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities or appearing for hearings virtually: <https://www.lacourt.ca.gov/home>

18. **Do I have to come to the hearing?**

No. Class Counsel will answer any questions from the Judge. But you are welcome to come at your own expense to be heard by the Court. If you send your timely written objection to the class settlement, you don't have to come to Court to object, but you can if you wish to. If you mailed your written objection to the class settlement on time, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

19. **May I speak at the hearing?**

You may appear at the Final Approval Hearing and ask the Court for permission to speak; however, to be sure that any objection will be considered by the Court, you should submit a notice of intent to appear at the hearing. To do so, please timely submit the objection or notice of intent to appear to the Settlement Administrator listed in section ___ herein no later than [45 days after mailing of Notice]. Any notice of intent to appear should include a description of any arguments you intend to make. Any attorney who will represent an individual objecting to the class settlement who has not filed a Notice of Objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Deadline.

GETTING MORE INFORMATION

20. **Who may I contact if I have questions about the settlement?**

This Notice is only a summary of the Lawsuit and proposed Settlement. For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of the State of California, County of Los Angeles, during regular Court hours. You may also contact Class Counsel if you need more information

or have questions. You may also contact the Settlement Administrator by calling toll free -- , or you can write to the Settlement Administrator at:

[Settlement Administrator Mailing Address]

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee. Consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>), and entering the Case Number for the Action, Case No. 25STCV38124. 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.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR ANY OF THEIR MANAGERS, SUPERVISORS, OWNERS OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your settlement payment will be sent if the Settlement is approved.

B. **Settlement payment checks should be cashed promptly upon receipt.** Individual Settlement Payment and Individual PAGA Payment checks shall be valid and negotiable for one hundred and eighty (180) calendar days after the mailing of the checks, and thereafter, shall be canceled. Any remaining funds attributable to unclaimed, undeliverable, or expired checks shall be deposited to the State of California Unclaimed Property Division in the name of each Participating Class Member and/or PAGA Member who did not cash, deposit, or otherwise negotiate his or her check.