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7 Attorneys for Plaintiff,

8 OLGA SOTELO, and all others similarly situated

9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 OLGA SOTELO, on behalf of herself and all
14 others similarly situated, and the general public,
15 and an “aggrieved employee” on behalf of other
16 “aggrieved employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18
19 vs.

20 FAR WEST RESTAURANT GROUP, LLC
21 (D/B/A WINGSTOP), a California limited
liability company; ZION RESTAURANT
22 GROUP, LLC (D/B/A WINGSTOP), a
California limited liability company; and DOES
23 2–50, inclusive,

24 *Defendant(s).*

Case No. 23STCV12284

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Hearing Date: January 13, 2025

Hearing Time: 9:00 a.m.

Hearing Dept.: 17, The Honorable Laura
A. Seigle

Action filed: May 31, 2023

Trial Date: Not set



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1 The Motion of Plaintiff Olga Sotelo (hereafter referred to as “Plaintiff”) for Preliminary
2 Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The
3 Honorable Laura A. Seigle presiding. The Court having considered the Motion, the Class Action
4 and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”),
5 and supporting papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined only that there is sufficient evidence to suggest that the proposed settlement might
10 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
11 the final hearing. The Court will make a determination at the hearing on the motion for final
12 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
13 is fair, adequate, and reasonable to the Settlement Class.

14 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
15 all non-exempt, hourly-paid employees of Defendants Far West Restaurant Group, LLC (D/B/A
16 WingStop) and Zion Restaurant Group, LLC (D/B/A WingStop) (“Defendants”) employed in
17 California at a restaurant location at any time during the relevant Class Period (collectively “Class
18 Members”). “Class Period” means the period which begins on either (a) May 28, 2022 for Class
19 Members who worked for Defendant Far West Restaurant Group, LLC (D/B/A WingStop); or (b)
20 June 5, 2023 for Class Members who worked for Defendant Zion Restaurant Group, LLC (D/B/A
21 WingStop), and which ends on March 22, 2024. The “Aggrieved Employees” are all non-exempt,
22 hourly-paid employees of Defendants employed in California at a restaurant location at any time
23 during the PAGA Period. The “PAGA Period” begins on either (a) May 28, 2022 for Aggrieved
24 Employees who worked for Defendant Far West or (b) June 5, 2023 for Aggrieved Employees
25 who worked for Defendant Zion, and which ends on the date the Court grants preliminary
26 approval of the Settlement, subject to the escalator provision in paragraph 48(a)(ii) of the
27 Settlement.

28 3. Based on its records, Defendants estimate that, as of the date of the Settlement



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1 Agreement, (1) there are 4,308 Class Members and 69,134 Total Pay Periods during the Class
2 Period, and (2) there were 4,953 Aggrieved Employees who worked 92,940 Pay Periods during
3 the PAGA Period as of September 20, 2024. Defendants have elected to pay a proportional
4 increase in the PAGA Payment for each additional pay period over 70,000, which will be added
5 to the Gross Settlement Amount.

6 4. “Effective Date” means the later of (i) the 61st day after service of notice of entry
7 of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an
8 appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final
9 Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and
10 the Final Order and Final Judgment are no longer subject to further judicial review. The Effective
11 Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in
12 the Settlement.

13 5. This action is provisionally certified pursuant to section 382 of the California Code
14 of Civil Procedure and Rule 3.760, *et seq.* of the California Rules of Court as a class action for
15 purposes of settlement only with respect to the proposed Settlement Class.

16 6. Not later than 14 days after the Court grants Preliminary Approval of the
17 Settlement, Defendants will simultaneously deliver the Class Data to the Settlement
18 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy
19 rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class
20 Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class
21 Data to Settlement Administrator employees who need access to the Class Data to effect and
22 perform under the Settlement. Defendants have a continuing duty to immediately notify Class
23 Counsel if they discover that the Class Data omitted class member identifying information and to
24 provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
25 of the deadline by which Defendants must send the Class Data to the Settlement Administrator,
26 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
27 otherwise resolve any issues related to missing or omitted Class Data.

28 7. No later than three (3) business days after receipt of the Class Data, the Settlement



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1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, PAGA Members, and Pay Periods, in the Class Data.

3 8. Using best efforts to perform as soon as possible, and in no event later than 14
4 calendar days after receiving the Class Data, the Settlement Administrator will send to all Class
5 Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
6 the Notice Packet with Spanish translation, substantially in the forms attached to this order as
7 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
8 amounts of any Participating Class Member Payment and/or Individual PAGA Payment payable to
9 the Class Member, and the number of Pay Periods (if applicable) used to calculate these amounts.
10 Before mailing Notice Packets, the Settlement Administrator shall update Class Member addresses
11 using the National Change of Address database.

12 9. Before expiration of the Notice Period, the Settlement Administrator shall re-mail
13 the Notice Packet using any forwarding address provided by the USPS. If the USPS does not
14 provide a forwarding address, the Settlement Administrator shall conduct a Class Member
15 Address Search, and re-mail the Notice Packet to the most current address obtained. The
16 Settlement Administrator has no obligation to make further attempts to locate or send Notice
17 Packet to Class Members whose Notice Packet is returned by the USPS a second time.

18 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
19 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
20 contact information is Maria Z. Stearns, Esq., Kenneth J. Zielinski, Esq., K. Bartlett Jordan, Esq.,
21 Rutan & Tucker, LLP, 18575 Jamboree Road, 9th Floor, Irvine, CA, 92612.

22 11. The deadlines for Class Members’ written objections, Pay Period Challenges
23 (disputes), and Requests for Exclusion for all Class Members whose Class Notice is re-mailed
24 will be either 60 days from the original mailing or 15 days from the re-mailing, whichever is later.
25 The Settlement Administrator will inform the Class Member of the extended deadline with the
26 re-mailed Notice Packet.

27 12. If the Settlement Administrator, Defendants, or Class Counsel are contacted by or
28 otherwise discover any persons who believe they should have been included in the Class Data



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1 and should have received a Notice Packet, the Parties will expeditiously meet and confer in person
2 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
3 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
4 other Class Members, and the Settlement Administrator will send, via email or overnight delivery,
5 a Notice Packet requiring them to exercise options under the Settlement Agreement not later than
6 14 days after receipt of Notice Packet, or the deadline dates in the Notice Packet, whichever are
7 later.

8 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
9 of) the Class Settlement must send the Settlement Administrator, by fax, email, or mail, a signed
10 written Request for Exclusion not later than 60 days after the Settlement Administrator mails the
11 Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from the
12 original mailing or 15 days from the re-mailing, whichever is later). A Request for Exclusion is
13 a letter from a Class Member or his/her representative that reasonably communicates the Class
14 Member's election to be excluded from the Settlement and includes the Class Member's name,
15 address, and email address or telephone number. To be valid, a Request for Exclusion must be
16 timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
17 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

18 14. The Settlement Administrator may not reject a Request for Exclusion as invalid
19 because it fails to contain all the information specified in the Class Notice. The Settlement
20 Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can
21 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
22 to be excluded. The Settlement Administrator's determination shall be final and not appealable
23 or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the
24 authenticity of a Request for Exclusion, the Settlement Administrator may demand additional
25 proof of the Class Member's identity. The Settlement Administrator's determination of
26 authenticity shall be final and not appealable or otherwise susceptible to challenge.

27 15. Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under the Settlement, entitled to all benefits and



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bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 27 of the Settlement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

16. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive a Participating Class Member Payment or have the right to object to the class action components of the Settlement. Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in the PAGA notice letters Plaintiff sent to the California Labor and Workforce Development Agency ("LWDA") and/or Plaintiff's amended PAGA notice letter to the LWDA.

17. Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days after the Settlement Administrator mails the Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from the original mailing or 15 days from the re-mailing, whichever is later) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute. A Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email, or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination regarding the challenges.

18. Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Attorneys' Fees, Class Counsel Costs, and/or



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1 Class Representative Enhancement Award.

2 19. Participating Class Members may send written objections to the Settlement
3 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
4 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
5 Hearing. A Participating Class Member who elects to send a written objection to the Settlement
6 Administrator must do so not later than 60 days after the Settlement Administrator's mailing of
7 the Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from
8 the original mailing or 15 days from the re-mailing, whichever is later). The Objection form
9 attached as Exhibit D may be used for this purpose but is not required.

10 20. Non-Participating Class Members have no right to object to any of the class action
11 components of the Settlement.

12 21. Not later than 10 calendar days after the close of the Notice Period, the Settlement
13 Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable
14 for filing in Court attesting to its due diligence and compliance with all of its obligations under
15 the Settlement Agreement, including, but not limited to, its mailing of the Notice Packets, the
16 Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class
17 Members, the total number of Requests for Exclusion from Settlement it received (both valid or
18 invalid), and the number of written objections and attach the Exclusion List. The Settlement
19 Administrator will supplement its declaration as needed or requested by the Parties and/or the
20 Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in
21 Court.

22 22. The Court approves, as to form and content, the Class Notice in substantially the
23 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
24 substantially the form attached as Exhibit B to this Order, the Pay Period Dispute form in
25 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
26 the form attached as Exhibit D to this Order.

27 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
28 Spivak Law Firm and Benjamin J. Smith of Smith Law as Class Counsel.



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1 24. The Court approves, for settlement purposes only, Plaintiff Olga Sotelo as the
2 Class Representative.

3 25. The Court approves CPT Group, Inc. as the Settlement Administrator.

4 26. The Court preliminarily approves Class Counsel's request for Attorneys' Fees and
5 Costs subject to final review by the Court.

6 27. The Court preliminarily approves the estimated Settlement Administration Costs
7 payable to the Settlement Administrator subject to final review by the Court.

8 28. The Court preliminarily approves Plaintiff's Class Representative Enhancement
9 Award subject to final review by the Court.

10 29. A Final Approval Hearing shall be held on _____ at
11 _____**.m.** in Department 17 of the Superior Court for the State of
12 California, County of Los Angeles, located at the Spring Street Courthouse, 312 N Spring St, Los
13 Angeles, CA 90012, to consider the fairness, adequacy, and reasonableness of the proposed
14 Settlement preliminarily approved by this Preliminary Approval Order, and to consider the
15 application of Class Counsel for Attorneys' Fees and Costs and the Class Representative
16 Enhancement Award to the Class Representative. The notice of motion and all briefs and
17 materials in support of the motion for final approval of class action settlement and motion for
18 attorneys' fees and litigation costs shall be served and filed with this Court on or before
19 _____. Plaintiffs' counsel must give notice to any objecting party of any
20 continuance of the hearing of the motion for final approval.

21 30. If for any reason the Court does not execute and file a Final Approval Order and
22 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
23 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
24 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
25 litigation, as more specifically set forth in the Settlement.

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1 31. The Court expressly reserves the right to adjourn or continue the Final Approval
2 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
3 prompt notice of any continuance to Class Members who object to the Settlement.

4 **IT IS SO ORDERED.**

5
6 _____
7 **DATE**

8 **THE HONORABLE LAURA A. SEIGLE**
9 **SUPERIOR COURT JUDGE**



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EXHIBIT A



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

3 *Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et. al., Los Angeles*
4 Superior Court Case Number 23STCV12284

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

8 **You may be eligible to receive money** from an employee class action lawsuit (“**Action**”) against Far West Restaurant Group, LLC (“**Far West**”) and Zion Restaurant Group, LLC (“**Zion**”), for alleged wage and hour violations. The Action was filed by employee Olga Sotelo (“**Plaintiff**”) and seeks payment of (1) back wages and other relief for a class of nonexempt employees (“**Class Members**”) who worked for Far West at any time in California from May 28, 2022, through [Class End Date] and/or for Zion at any time in California from June 5, 2023, through [Class End Date] (the “**Class Periods**”); and (2) penalties under the Private Attorneys General Act (“**PAGA**”) for all nonexempt employees (“**Aggrieved Employees**”) who worked for Far West at any time from May 28, 2022, to the [PAGA End Date] and/or for Zion from June 5, 2023 to the [PAGA End Date] (the “**PAGA Periods**”).

13 The proposed settlement has two main parts: (1) a class settlement (the “**Class Settlement**”) requiring Far West and Zion to fund Participating Class Member Payments (the “**Participating Class Member Payments**”), and (2) a PAGA settlement (the “**PAGA Settlement**”) requiring Far West and Zion to fund individual PAGA payments (the “**Individual PAGA Payments**”) and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”) (collectively, the “**Settlement**”).

18 Based on Far West’s and/or Zion’s records and the parties’ current assumptions, **your Participating Class Member Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

21 The above estimates are based on the Far West’s and/or Zion’s records showing that **you worked _____ pay periods** during the Class Period and that **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during the Class Period or during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

25 The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment



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that requires Far West and Zion to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Far West and Zion.

If you worked for Far West and/or Zion during the Class Periods and/or the PAGA Periods, you have two basic options under the Settlement:

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

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

Far West and Zion will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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



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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.

Written Objections Must be Submitted by

_____.

All Class Members who do not opt-out (“**Participating Class Members**”) can object to any aspect of the proposed Class Settlement, but not the PAGA Settlement. The Court’s decision as to whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing

The Court’s Final Approval Hearing is scheduled to take place on _____. You 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.

You Can Challenge the Calculation of Your Pay Periods.

Written Challenges Must be Submitted by

_____.

The amount of your Participating Class Member Payment and Individual PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period pay periods and number of PAGA Period pay periods you worked according to Far West’s and/or Zion’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee who worked at Far West. The Action accuses Far West and Zion of violating California labor laws by failing to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; to provide meal periods or additional pay in lieu thereof; to provide rest breaks or additional pay in lieu thereof; to provide paid sick leave; report paid sick leave; to pay reporting time; to pay vested vacation time at termination; to pay waiting time penalties; to reimburse necessary business expenses; to timely pay wages upon separation; to timely pay wages owed during employment; to issue accurate itemized wage statements; to maintain accurate payroll records; and provide wage theft notice. Based on the same alleged violations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: The Spivak Law Firm and Smith Law (collectively, “Class Counsel”).



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Far West and Zion strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

The Court has not made any determination as to whether Far West, Zion, or Plaintiff is correct on the merits.

While this Action was pending before the Court, Plaintiff and Far West hired Lisa Klerman, 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 Far West 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, neither Far West nor Zion 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) Far West and Zion have 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?

- A. Far West and Zion Will Pay \$1,050,000 as the Gross Settlement Amount (“Gross Settlement Amount”). Far West and Zion have agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Settlement (the “**Settlement Administrator**”). The Settlement Administrator will use the Gross Settlement Amount to pay the Participating Class Member Payments, Individual PAGA Payments, Named Plaintiff Enhancement Award, Class Counsel’s attorneys’ fees and costs, the Settlement Administrator’s costs, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Far West and Zion will fund the Gross Settlement within 15 days of the Judgment entered by the Court becomes final.

The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:



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Office:
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25th Fl
Los Angeles, CA 90067

- i. Up to \$350,000 [one-third of the Gross Settlement Amount] to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$20,000 for the Named Plaintiff for filing the Action, working with Class Counsel and representing the Class (the "**Enhancement Award**"). An Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Participating Class Member Payment and any Individual PAGA Payment.
- iii. Up to \$29,500.00 to the Settlement Administrator for services administering the Settlement.
- iv. Up to \$100,000 for the PAGA Amount, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims, which will be allocated 75% (\$75,000.00) to the LWDA Payment and 25% (\$25,000.00) will be allocated to the Aggrieved Employees (the "**PAGA Payment**").

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

C. Net Class Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the "**Net Class Settlement Amount**") by making Participating Class Member Payments to Participating Class Members based on their Class Period pay periods .

D. Taxes Owed on Payments to Class Members. Plaintiff, Far West, and Zion are asking the Court to approve an allocation of 20% of each Participating Class Member Payment to taxable wages ("**Wage Portion**"), 40% to penalties, and 40% interest ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Far West and/or Zion will separately pay the employer payroll taxes each owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Participating Class Member Payments on IRS 1099 Forms.

Although Plaintiff, Far West, and Zion 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.



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1 E. Need to Promptly Cash Payment Checks. The front of every check issued for
2 Participating Class Member Payments and Individual PAGA Payments will show the date
3 when the check expires (the void date). If you do not cash it by the void date, your check
4 will be automatically cancelled, and the monies will be transferred to Court Appointed
Special Advocates (“CASA”) of Los Angeles as a cy pres recipient.

5 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
6 Participating Class Member, participating fully in the Class Settlement, unless you notify
7 the Settlement Administrator in writing, not later than _____, that you wish to
8 opt-out (“**Request for Exclusion**”). The easiest way to notify the Settlement
9 Administrator is to send a written and signed Request for Exclusion by the Response
10 Deadline. A valid Request for Exclusion Form must: (i) contain the Class Member’s full
11 name, current address, and signature; (ii) the Action name and case number; (iii) a written
12 request clearly expressing the Class Member’s desire to be excluded from (or opt out of)
the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of
the Notice Period. Excluded Class Members (i.e., Non-Participating Class Members) will
not receive Participating Class Member Payments, but will preserve their rights to
personally pursue wage and hour claims against Far West and/or Zion.

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

16 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible
17 the Court will decline to grant Final Approval of the Settlement or decline enter a
18 judgment. It is also possible the Court will enter a judgment that is reversed on appeal.
19 Plaintiff, Far West, and Zion have agreed that, in either case, the Settlement will be void:
20 Far West and Zion will not pay any money and Class Members will not release any claims
against Far West and Zion.

21 H. Settlement Administrator. The Court has appointed a neutral company, CPT Group Inc.,
22 as the Settlement Administrator to send this Notice, calculate and make payments, and
23 process Class Members’ Requests for Exclusion. The Settlement Administrator will also
24 decide Class Member Challenges over pay periods, mail and remail settlement checks
and tax forms, and perform other tasks necessary to administer the Settlement. The
Settlement Administrator’s contact information is contained in Section 9 of this Notice.

25 I. Participating Class Members’ Release. After the Judgment is final and Far West and Zion
26 have fully funded the Gross Settlement Amount and separately paid all employer payroll
27 taxes, Participating Class Members will be legally barred from asserting any of the claims
28 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 Far West, Zion, or related entities for wages based on the Class



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1 Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action
2 and resolved by this Settlement.

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

4 All Participating Class Members shall be deemed to have fully, finally, and forever
5 released, settled, compromised, relinquished and discharged any and all of the
6 Released Parties from the Released Class Claims that arose during the Class
7 Period.

8 **“Released Parties”** means and includes Far West Restaurant Group, LLC, Zion
9 Restaurant Group, LLC, and their respective current and former parents,
10 predecessors or successors, holding companies, affiliated companies or entities,
11 owners, investors, shareholders, members, partners, officers, directors, managers,
12 employees, and agents, attorneys, insurers, and representatives.

13 **“Released Class Claims”** means, for the duration of the Class Period, any and all
14 claims against Defendants and the other Released Parties that arise from the facts,
15 matters, transactions or occurrences alleged in the Action or that could have been
16 alleged in the Action based on such facts. Without limiting the foregoing, and in
17 addition to the foregoing, the Released Claims include claims for alleged failures
18 to pay all wages earned for all hours worked at the correct rate including
19 minimum, regular, and overtime wages; provide meal periods or additional pay in
20 lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid
21 sick leave; report paid sick leave; pay reporting time; pay vested vacation time at
22 termination; waiting time penalties; reimburse necessary business expenses;
23 timely pay wages upon separation; timely pay wages owed during employment;
24 issue accurate itemized wage statements; maintain accurate payroll records;
25 provide wage theft notice; claims for violations of California Labor Code §§ 201–
26 204, 205.5, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–
27 248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,
28 1198, 1198.5, 2802, and 2810.5; related violations of the applicable California
Wage Orders; violations of all related or corresponding federal laws; and
violations of California Business and Professions Code section 17200, *et seq* in
connection with the alleged Labor Code violations alleged (or that could be
alleged based on the facts pled) in the Action.

J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Far West
and Zion have paid the Gross Settlement (and separately paid the employer-side payroll
taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Far
West and Zion, 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



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any other PAGA claim against Far West, Zion, or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Participating and Non-Participating Class Members shall be deemed to have forever completely released and discharged each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

"Released PAGA Claims" means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the Named Plaintiff to the Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code section 2699.3 on or about May 26, 2023, and/or in the Amended PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024, and/or in the PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on alleged failures to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; provide wage theft notice; claims for violations of California Business and Professions Code § 17200 *et seq.*; claims for violations of California Labor Code §§ 201–204, 205.5, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5 in connection with the allegations in the LWDA Notices and Operative Complaint; and related violations of the applicable California Wage Orders.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

A. Participating Class Member Payments. The Settlement Administrator will calculate Participating Class Member Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.



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1 B. Individual PAGA Payments. The Settlement Administrator will calculate
2 Individual PAGA Payments by (a) dividing PAGA Payment (\$25,000.00) by the total
3 number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying
4 the result by the number of PAGA Period pay periods worked by each individual
Aggrieved Employee.

5 C. Pay Period Challenges. The number of Class pay periods you worked during the
6 Class Period and the number of PAGA pay periods you worked during the PAGA Period,
7 as recorded in Far West's and/or Zion's records, are stated in the first page of this Notice.
8 You have until _____ to challenge the number of pay periods credited to you.
9 You can submit your challenge by signing and sending the attached Pay Period Dispute
Form to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has
the Settlement Administrator's contact information.

10 You need to support your challenge by sending copies of pay stubs or other records. The
11 Settlement Administrator will accept Far West's and/or Zion's calculation of pay periods
12 based on Far West's and/or Zion's records as accurate unless you send copies of records
13 containing contrary information. You should send copies rather than originals because
14 the documents will not be returned to you. The Settlement Administrator will resolve
15 pay period challenges based on your submission and on input from Class Counsel (who
will advocate on behalf of Participating Class Members) and Far West's and Zion's
Counsel. The Settlement Administrator's decision is final. You cannot appeal or
otherwise challenge its final decision.

16 5. HOW WILL I GET PAID?

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

21 2. Non-Participating Class Members. The Settlement Administrator will send, by
22 U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who
23 opts out of the Class Settlement (i.e., every Non-Participating Class Member).

24 **Your check will be sent to the same address as this Notice. If you change your**
25 **address, be sure to notify the Settlement Administrator as soon as possible. Section**
26 **9 of this Notice has the Settlement Administrator's contact information.**

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



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1 Submit a written and signed Request for Exclusion to the Settlement Administrator. To be
2 valid, your Request for Exclusion must: (i) contain your full name, current address, and
3 signature; (ii) the Action name and case number; (iii) a written request clearly expressing
4 your desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it
5 is postmarked on or before the expiration of the Notice Period. You must make the request
6 yourself. If someone else makes the request for you, it will not be valid. **The Settlement
Administrator must be sent your request to be excluded by _____, or it will be
invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

8 Only Participating Class Members have the right to object to the Settlement. Before deciding
9 whether to object, you may wish to see what Plaintiff, Far West, and Zion are asking the Court
10 to approve. At least 10 days before the Final Approval Hearing, Class Counsel and/or
11 Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things,
12 the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation
13 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys'
14 fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class
15 Representative Award. Upon reasonable request, Class Counsel (whose contact information
16 is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You
17 can also view them on the Court's website, www.lacourt.org.

18 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
19 for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative
20 Award may wish to object, for example, that the proposed Settlement is unfair, or that the
21 amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for
sending written objections to the Settlement Administrator is _____.** Written
22 objections to the Settlement must contain at least the following: (i) your full name, current
23 address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific
24 reasons why you believe the Settlement is unfair or why you object to the Class Settlement;
25 (iv) copies of any papers, briefs, or other documents upon which your objection is based; and
26 (v) a statement of whether you intend to appear at the final approval hearing, either in person
27 or through counsel and, if through counsel, a statement identifying that counsel by name, bar
28 number, address, and telephone number. All objections shall be signed by you or your legally-
authorized representative. Section 9 of this Notice has the Settlement 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.



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1 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

2 You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in
3 Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los
4 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of
5 the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff
6 and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel
7 and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
8 personally or virtually via LACourtConnect. Check the Court's website for the most current
9 information.

10 It's possible the Court will reschedule the Final Approval Hearing. You should check the
11 Settlement Administrator's website www.cptgroup.com beforehand or contact Class Counsel to
12 verify the date and time of the Final Approval Hearing.

13 **9. HOW CAN I GET MORE INFORMATION?**

14 The Agreement sets forth everything Plaintiff, Far West, and Zion have promised to do under the
15 proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other
16 Settlement documents is to go to the court website at www.lacourt.org. You can also telephone
17 or send an email to Class Counsel or the Settlement Administrator using the contact information
18 listed below.

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

21 Class Counsel:

22 Name of Attorney: David Spivak
23 Email Address: david@spivak.com
24 Name of Firm: The Spivak Law Firm
25 Mailing Address: 8605 Santa Monica Blvd., PMB 42554, West Hollywood, CA 90069
26 Telephone: (213) 725-9094

27 Settlement Administrator:

28 Name of Company: CPT Group Inc.
Email Address: info@cptgroup.com
Mailing Address: 50 Corporate Park, Irvine, CA 92606
Telephone: (800) 542-0900
Fax Number: (949) 419-3446



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1 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

2 If you lose or misplace your settlement check before cashing it, the Settlement Administrator will
3 replace it as long as you request a replacement before the void date on the face of the original
4 check. If your check is already void, you will no longer receive a replacement check.

5 **11. WHAT IF I CHANGE MY ADDRESS?**

6 To receive your check, you should immediately notify the Settlement Administrator if you move
7 or otherwise change your mailing address.
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26 EMPLOYEE RIGHTS

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EXHIBIT B

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Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.
Los Angeles Superior Court Case Number 23STCV12284

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE
ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST
COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW,
EMAILED, FAXED, OR POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al. Class Action Settlement
Administrator
c/o _____

I declare as follows: I have received notice of the proposed Settlement in this action and I wish to be excluded from the class and **not** to participate in the proposed Settlement. I understand this means that I will not be bound by the Settlement and also will not share in the Settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the California Labor Code Private Attorneys General Act ("PAGA") portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on ____.

Dated: _____

(Signature)

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EXHIBIT C

1 **PAY PERIOD DISPUTE FORM**

2 *Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.*
3 Los Angeles Superior Court Case Number 23STCV12284

4 TO CLASS MEMBER <<NAME>>:

5 **TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU DO NOT NEED TO**
6 **TAKE ANY ACTION.**

7 You have received this Notice because you are a Class Member and/or Aggrieved Employee in
8 this Action. You are a Class Member if you are a current or former non-exempt employee who
9 was employed by either Far West Restaurant Group, LLC ("Far West") at any time in California
10 from May 28, 2022, through <<Class End Date>> and/or Zion Restaurant Group, LLC ("Zion")
11 at any time in California from June 5, 2023, through <<Class End Date>> (the "**Class Period**").
12 You are an Aggrieved Employee if you are a current or former non-exempt employee who was
13 employed by either Far West at any time in California from May 28, 2022, through <<PAGA
14 End Date>> and/or Zion at any time in California from June 5, 2023, through <<PAGA End
15 Date>> (the "**PAGA Period**").

16 Please complete and return this Form to CPT Group, 50 Corporate Park, Irvine, CA 92606 **ONLY**
17 **IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the
18 items listed in Section (III), below. It is your responsibility to keep a current address on file with
19 the Settlement Administrator.

20 **(I) Please type or print your name:**

21 _____
22 (First, Middle, Last)

23 **(II) Please type or print the following identifying information if your contact**
24 **information has changed:**

25 _____
26 Former Names (if any)

27 _____
28 New Street Address

29 **(III) Information Used to Calculate Your Settlement Award:**

30 According to Far West's and/or Zion's records:

31 **(a)** you either worked for Far West and/or Zion in California at some point during the
32 Class Period;

1 (b) you worked <<number of Pay Periods>> pay periods for Far West and/or Zion in
2 California at some point during the Class Period; and

3 (c) you worked <<number of Pay Periods>> pay periods for Far West and/or Zion in
4 California at some point during the PAGA Period.

5 Based on the above, your Settlement award is estimated at \$<<Individual Settlement
6 Payment Amount>>.

7 Your Individual Settlement Payment reflected on this Notice is only an estimate. The
8 exact amount of your settlement payment could somewhat vary, up or down.

9 (IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain
10 why in the space provided below and include copies of any supporting evidence or
11 documentation with this Form:

12 _____
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29 If you dispute the above information from Far West's and/or Zion's records, please provide
30 documentation that establishes that Far West's and/or Zion's records are mistaken. If there is a
31 dispute about whether Far West's and/or Zion's information or yours is accurate, the dispute will
32 be submitted to the parties and the Settlement Administrator as described in the "Court Approved
33 Notice of Class Action Settlement and Hearing Date for Final Court Approval" that accompanies
34 this Form. The Settlement Administrator's determination of the eligibility for and amount of any
35 Settlement Award shall be binding upon the Class Member and the parties.

36 **UNLESS (1) YOUR PERSONAL CONTACT INFORMATION HAS CHANGED,**
37 **AND/OR (2) YOU WISH TO DISPUTE ANY OF THE ITEMS LISTED IN SECTION (III)**
38 **ABOVE, YOU SHOULD NOT RETURN THIS FORM.**

39 **ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE**
40 **POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**

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EXHIBIT D

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OBJECTION FORM

Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.
Los Angeles Superior Court Case Number 23STCV12284

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO SoteloFarWestSettlement@cptgroup.com, FAX IT TO 949-419-3446, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE SETTLEMENT ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A WingStop), et al.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

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[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2024

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE SETTLEMENT ADMINISTRATOR:
<<SoteloFarWestSettlement@cptgroup.COM>>

FAX TO THE SETTLEMENT ADMINISTRATOR: <<(949) 419-3346>>

**MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A WingStop), et al.
Settlement Administrator
CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606