

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Sena Matavosian (SBN 348044)
Erica Stepanian (SBN 362054)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

RAFAEL LIRA CUPA, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

v.

ORGANICGIRL, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23CV003744

Honorable Ian A. Rivamonte
Department 14

CLASS ACTION

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

Date: March 27, 2026
Time: 8:30 a.m.
Department: 14

Complaint Filed: November 15, 2023
Trial Date: None Set

1 This matter has come before the Honorable Ian A. Rivamonte in Department 14 of the
2 Superior Court of the State of California, for the County of Monterey, on March 27, 2026, at 8:30
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 Rafael Lira Cupa ("Plaintiff"),
5 individually and on behalf of all others similarly situated and other aggrieved employees, and CDF
6 Labor Law LLP appears as counsel for Defendant Organicgirl, LLC ("Defendant") (together, the
7 "Parties").

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 Joint Stipulation of Settlement and Release of
13 Class and PAGA Actions ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 2"** to the Declaration of Selena Matavosian in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 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
20 the 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
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
24 each other's respective positions. It further appears to the Court that the Settlement, at this time,
25 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
26 be presented by the further prosecution of the cases. It further appears that the Settlement has been
27 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
28 entered into in good faith.

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

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

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

22 All current and former hourly-paid employees who worked for Defendant within the
23 State of California at any time during the period from November 15, 2019 through
December 31, 2024.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Brian J. St. John,
25 Selena Matavosian, and Erica Stepanian of Lawyers *for* Justice, PC as Class Counsel.

26 8. The Court provisionally appoints Plaintiff Rafael Lira Cupa as the Class
27 Representative.

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1 9. The Court provisionally appoints Apex Class Action Administration, LLC (“Apex”)
2 to handle the administration of the Settlement (“Settlement Administrator”).

3 10. Within twenty-one (21) calendar days after entry of the Preliminary Approval Order,
4 Defendant shall provide the Settlement Administrator with the Class List and Data in conformity
5 with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Proposed Class
7 Action Settlement (“Notice Packet”) attached hereto as “**EXHIBIT 1.**” The Notice Packet shall
8 be provided to Settlement Class Members in the manner set forth in the Settlement. The Court
9 finds that the Notice Packet appears to fully and accurately inform the Settlement Class Members
10 of all material elements of the Settlement, of Settlement Class Members’ right to be excluded from
11 the Settlement Class portion of the Settlement by submitting an Opt-Out, of Settlement Class
12 Members’ right to challenge the Workweeks and/or Pay Periods credited to each of them, and of
13 each Participating Settlement Class Member’s right and opportunity to object to the Settlement
14 Class portion of the Settlement. The Court further finds that distribution of the Notice Packet
15 substantially in the manner and form set forth in the Settlement Agreement and this Order, and
16 that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of
17 due 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 Packet to all Settlement Class
19 Members within ten (10) calendar days after receiving the Class List and Data from Defendant,
20 pursuant to the terms set forth in 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 Settlement Class portion of the Settlement.
23 Any Settlement Class Member may choose to be excluded from the Settlement Class portion of
24 the Settlement by submitting a timely and valid written Opt-Out no later than sixty (60) calendar
25 days following the date on which the Settlement Administrator first mails the Notice Packet to all
26 Settlement Class Members (“Response Deadline”), or, in the case of a re-mailed Notice Packet,
27 the Response Deadline shall be extended by fifteen (15) calendar days from the date of the
28 Response Deadline. Any Settlement Class Member who submits an Opt-Out from the Settlement

1 Class portion of the Settlement is prohibited from making any objections to the Settlement Class
2 portion of the Settlement. Any Settlement Class Member who submits a timely and valid Opt-Out
3 will not be a Participating Settlement Class Member and will not have any right to object, appeal,
4 or comment on the Settlement Class portion of the Settlement. Settlement Class Members who do
5 not submit a timely and valid Opt-Out by the Response Deadline shall be bound by the terms of
6 this Agreement, any Court order approving the terms of the Settlement, and the Final Approval
7 Order and Judgment entered thereon. PAGA Members shall be bound to the PAGA portion of the
8 Settlement irrespective of whether they exercise their option to opt out of the Settlement Class
9 portion of the Settlement.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____, 2026 at _____ a.m./p.m. in Department 14 of the
12 Superior Court of California for the County of Monterey, located at 1200 Aguajito Road,
13 Monterey, California 93940, to determine all necessary matters concerning the Settlement,
14 including: whether the proposed settlement of the action on the terms and conditions provided for
15 in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court;
16 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
17 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
18 Settlement Class Members and PAGA Employees; and determine whether to finally approve the
19 requests for the Class Counsel's Attorneys' Fees and Expenses, Enhancement Payment, PAGA
20 Payment, and Administration Expenses.

21 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class
22 Counsel's Attorneys' Fees and Expenses, Enhancement Payment, PAGA Payment, and
23 Administration Expenses, along with the appropriate declarations and supporting evidence,
24 including the Settlement Administrator's declaration, by _____, 2026,
25 to be heard at the Final Approval Hearing.

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1 15. Only Settlement Class Members who do not request exclusion from the Settlement
2 Class portion of the Settlement may object to the Settlement Class portion of the Settlement by
3 submitting an Objection to the Settlement Administrator prior to the Response Deadline or by
4 presenting their objection orally at the Final Approval Hearing, regardless of whether they
5 submitted a written objection. The Objection must be signed by the Participating Settlement Class
6 Member and contain all information required by this Settlement Agreement. A Participating
7 Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
8 deemed to have waived any objections and will be foreclosed from making any objections
9 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

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

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

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____
The Honorable Ian A. Rivamonte
Judge of the Superior Court

EXHIBIT 1

Rafael Lira Cupa v. organicgirl, LLC
Monterey County Superior Court, Case No. 23CV003744
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“Notice”)

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE
LEGAL PROCEEDINGS IN THIS ACTION. YOU MAY BE ENTITLED TO
MONETARY COMPENSATION FROM THIS SETTLEMENT.**

YOU ARE NOT BEING SUED

You are being sent this Notice because records indicate that you were an hourly-paid employee of organicgirl, LLC (“organicgirl” or “Defendant”) from November 15, 2019 through December 31, 2024. This Notice relates to a proposed settlement (“**Settlement**”) of a Private Attorney General Act (“PAGA”) and class action litigation brought against organicgirl. If you are a Class Member, this Notice contains important information about your right to a payment from the Settlement or to be excluded from the class portion of the Settlement according to the procedures described below. If you are a PAGA Member, this Notice contains important information about your right to a payment from the PAGA portion of the Settlement.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the Superior Court for the State of California, County of Monterey, the Honorable Ian A. Rivamonte, presiding, entered on [REDACTED], 2026, you are hereby notified as follows:

A proposed Settlement has been reached between the parties in the lawsuit titled *Rafael Lira Cupa v. organicgirl, LLC*, Monterey Superior Court Case No. 23CV003744. The Settlement is on behalf of all persons employed by organicgirl in the State of California as an hourly-paid employees at any time between November 15, 2019 through December 31, 2024 (the “**Class Period**”), (the “**Settlement Class**” or “**Settlement Class Members**”). You have received this notice because Defendant’s records indicate that you are a Settlement Class Member and/or PAGA Member, and therefore entitled to a payment from the settlement. The PAGA Period runs from September 8, 2022 through December 31, 2024 (the “**PAGA Period**”). PAGA Members means all current and former hourly-paid employees who worked for Defendant within the State of California during the PAGA Period (the “**PAGA Members**”).

In addition to conditionally approving the Settlement, the Court also conditionally approved Plaintiff Rafael Lira Cupa (“**Plaintiff**” or “**Named Plaintiff**”) to serve as a class representative, and Arby Aiwasian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, and Erica Stepanian of Lawyers for Justice, PC, to serve as Class Counsel.

The Court will decide whether to provide final approval of the Settlement at a court hearing schedule for [DATE] at [REDACTED] a.m./p.m., before the Honorable Ian A. Rivamonte in Department 14 of the Superior Court of California, County of Monterey, which is located at 1200 Aguajito Road, Monterey, California 93940, (the “**Final Approval Hearing**”). At the Final Approval Hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At the Final Approval Hearing, the Court will also determine Class Counsel’s request for attorneys’ fees, litigation expenses, administration expenses, penalties under Labor Code §§ 2698 *et seq.* and the enhancement payment. The Final Approval Hearing may be continued by the Court without further notice to the Class. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so.

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II. WHAT THIS LITIGATION IS ABOUT

On November 15, 2023, Plaintiff filed the Action entitled *Rafael Lira Cupa v. organicgirl, LLC*, Case No. 23CV003744, in the Superior Court of California, County of Monterey, on behalf of himself and all others similarly situated. The operative complaint in this Action alleges claims for: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; (10) Unfair and Unlawful Business Practices; and (11) Private Attorneys General Act (PAGA), premised on similar theories of liability (collectively, the “Action”).

Defendant denies and continues to deny, the allegations in the Action. Defendant contends that it has acted in compliance with the law at all times. There has been no finding of any wrongdoing or liability by Defendant. Defendant does not admit to any wrongdoing or liability. Defendant also does not admit that the Action can or should proceed as a PAGA and/or class action. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, however PAGA Members and Settlement Class Members, if the court grants final approval of the Settlement, are still entitled to receive payments. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the PAGA Members and Settlement Class Members.

Plaintiff and Defendant (where appropriate, Plaintiff and Defendant will be collectively referred to as the “**Parties**”) have now reached the Settlement on behalf of the Class and PAGA Members. Accordingly, the Parties have entered into a Joint Stipulation of Settlement and Release of Class and PAGA Actions (the “**Settlement Agreement**”), which the Court preliminarily approved on [DATE].

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue this Action. The Parties and their counsel have also taken into account the extensive settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement confers substantial benefits to all Class Members, is a fair, adequate, and reasonable settlement, and is in the best interests of all Settlement Class Members. The Court finds only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action in exchange for the Class Settlement amount of no more than One Million Three Hundred Fifteen Thousand Dollars (\$1,315,000.00) (“**Gross Settlement Amount**”). The Gross Settlement Amount includes: (a) the Individual Settlement Payments to the Class Participants; (b) the Class Counsel Attorneys’ Fees award to Class Counsel of up to 33.33% (i.e., \$438,333.33 if the Gross Settlement Amount remains \$1,315,000.00); (c) reimbursement of reasonable documented costs incurred by Class Counsel of up to Sixteen Thousand Dollars (\$16,000.00); (d) the Enhancement Payment to Plaintiff, in an amount not to exceed Ten-Thousand Dollars (\$10,000); (e) Administrative Expenses to [REDACTED] (the “Settlement Administrator”), in an amount no greater than Seventeen Thousand Dollars (\$17,000.00); and (f) payment to the California Labor and Workforce Development Agency (“**LWDA**”) in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) as the LWDA’s share of the settlement of the PAGA Payment.

The balance that remains after the foregoing deductions for the Enhancement Payment to Plaintiff, Attorneys’

Fees and Expenses to Class Counsel, payment to the LWDA, and the Administration Expenses (the “**Net Settlement Amount**”) will be paid to Settlement Class Members who do not opt out of the class portion of the settlement (“Participating Settlement Class Members”) and to PAGA Members as Individual Settlement Payments according to the formula set forth below.

The Settlement Administrator will make Individual Settlement Payments to each Participating Settlement Class Member and PAGA Member. All PAGA Members will receive their share of the PAGA portion of the settlement regardless of whether they choose to opt out of the Class Settlement. The Net Settlement Amount shall be divided between all Participating Settlement Class Members based on the number of Workweeks for which they were employed by organicgirl, LLC and placed on assignment at organicgirl as hourly-paid employees in California during the Class Period.

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

The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% of the PAGA Payment (i.e., \$75,000.00) by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of Pay Periods worked during the PAGA Period by each individual PAGA Members.

Based on the Settlement Administrator’s review of Defendant’s records, the Settlement Administrator intends to credit YOU the following number of Workweeks during the Class Period and/or Pay Periods during the PAGA Period:

Class Member Name: NAME **Class Workweeks:** # **PAGA Pay Periods:** #

IRS Forms W-2 and/or 1099 will be distributed to PAGA Members and Participating Settlement Class Members and the appropriate taxing authorities reflecting the payments that PAGA Members and Participating Settlement Class Members receive under the Settlement. PAGA Members and Participating Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, each Individual Settlement Payment: (1) for PAGA Members will be allocated 100% to penalties and, (2) for Participating Settlement Class Members will be allocated as 20% to wages, 40% to interest and 40% to penalties. The wage portion of each Participating Settlement Class Members’ Individual Settlement Payment will be subject to applicable payroll taxes and withholdings.

Checks made payable to PAGA Members and Participating Settlement Class Members shall remain valid for one hundred eighty (180) days. To the extent that this Notice and/or the Individual Settlement Payment checks are undeliverable, or the Individual Settlement Payment checks are uncashed 180 days after the date listed on the check, the amount of those checks will be deposited with California State Controller for deposit in the Unclaimed Property Fund in the name of the Participating Settlement Class Member and/or PAGA Member.

Any Participating Settlement Class Member or PAGA Member who disagrees with the Workweeks and/or Pay Periods as reflected in this Notice shall be allowed to indicate and explain such disagreement by submitting a written statement explaining your dispute to the Settlement Administrator. All written disputes must be postmarked, emailed, or faxed to the Settlement Administrator no later than forty-five (45) calendar days after the date the Notice is first mailed (the “**Dispute Deadline Date**”). The Settlement Administrator shall resolve the disagreement with the Participating Settlement Class Member and/or PAGA Member using the employee records provided by Defendant and the Participating Settlement Class Member and/or PAGA Member. The date of the postmark on the envelope or the date of emails or fax confirmations sent to the

Settlement Administrator shall be the exclusive means used to determine whether a Participating Settlement Class Member and/or PAGA Member has “timely” disputed the calculation or application of the formula for determining Individual Settlement Payments.

IV. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 — *Do Nothing: if you WANT to receive an Individual Settlement Payment*

Participation in this Settlement does not require the submission of a claim form. Accordingly, if the Court grants final approval of the Settlement at the Final Approval Hearing, and you have not affirmatively opted-out of the class portion of the Settlement by preparing and returning an opt-out request described in Option 2 below, you will be mailed a check for your Individual Settlement Payment, minus applicable withholdings, by the Settlement Administrator. You will be bound by the Released Class Claims and all other terms of the Settlement unless you follow Option 2 below. Defendant will not retaliate against any employee because he or she chooses to participate in this Settlement.

Option 2 — *Opt Out of the Class Settlement: if you opt-out of the Class Settlement, you will NOT receive an Individual Class Payment.*

If you do not wish to participate in the Class Settlement, you may exclude yourself from participating in the class portion of the settlement by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice, have decided not to participate in the Class Settlement, and desire to be excluded or that you “opt-out” from the Class Settlement. If you do not submit a timely written request to opt-out, then you will be bound by the release of claims as set forth in Section V below (“**Released Class Claims**”) and all other terms of the Settlement. Your written request (the “Opt-Out Statement”) must state (or contain words substantially similar to) the following:

“I have received the Notice of Class Action Settlement of the Action titled *Rafael Lira Cupa v. organicgirl, LLC*, Monterey County Superior Court Case No. 23CV003744. I wish to opt out of the Class Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any payment from the Settlement approved by the Court in the Action.”

The written Opt-Out Statement also must set forth your full name (including the name you used while employed with Defendant, if different), address, last four digits of your Social Security Number, and telephone number. You must sign, date, and either email, mail or fax the Opt-Out Statement to the Settlement Administrator by First Class U.S. Mail to the address, fax number or email address below:

Rafael Lira Cupa v. organicgirl, LLC Class Action Settlement

[Administrator]

[street address/P.O. Box]

[City, State, Zip Code]

[phone number]

[fax number]

[email address]

If you wish to exclude yourself from the Class Settlement, you must submit a written Opt-Out Statement to the Settlement Administrator no later than [Response Deadline].

If you submit an Opt-Out Statement that is not postmarked, emailed, or faxed by [Response Deadline], subject to the Court’s final determination, it may be rejected and you will be included in the Settlement Class and bound by the Released Class Claims and all other terms of the Class Settlement, and you will receive the

appropriate Individual Settlement Payment. Similarly, should you receive and cash a check for your Individual Settlement Payment and elect to opt-out of the Class Settlement, your attempt to opt-out may be deemed void and you will be included in the Settlement Class and bound by the Released Class Claims and all other terms of the Settlement. Similarly, if you submit both an Opt-Out Statement and an objection, your Opt-Out Statement will be deemed void. Even if a Class Member opts out of the Class Settlement, the Class Member shall still receive a share of the PAGA payment and release of that claim (if you worked any pay periods during the PAGA period). There is no mechanism to opt out of the PAGA portion of this settlement.

Option 3 — Make an Objection With the Court and Remain a Member of the Settlement Class

A Participating Settlement Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the class portion of the proposed Settlement. To object to the Class Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement.

If you wish to object to the Class Settlement, then you may do so by submitting a written objection to the Settlement Administrator. If you wish to submit a written objection to the Class Settlement, then you must submit your written statement to the Settlement Administrator by either mail, fax or email. A written objection must include your name, address, telephone number, last four digits of your Social Security number, and must state with particularity the factual and legal basis on which any objections are asserted.

All written objections must be submitted to the Settlement Administrator by either mail, email, or fax not later than [Response Deadline]. The date of the postmark on the mailing envelope, or the date of the fax or email transmission to the Settlement Administrator shall be the exclusive means used to determine whether a written objection was timely submitted.

The Court will hear from any Settlement Class Member who attends the final approving hearing and asks to speak.

V. THE BINDING EFFECT OF THE SETTLEMENT

Upon the Court's final approval of the settlement and full funding of the Gross Settlement Amount and Employer's Taxes, and except as to such rights or claims as may be created by the settlement, Plaintiff and Participating Settlement Class Members (i.e., Settlement Class Members who have not effectively opted-out of the settlement as described below), release all claims, rights, demands, liabilities, damages, penalties, attorneys' fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or reasonably could have been asserted based on the facts alleged in the Action, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief based on the following claims: all claims for (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; and (10) Unfair And Unlawful Business Practices (collectively, "**Released Class Claims**").

Upon the Court's final approval of the settlement and full funding of the Gross Settlement Amount and Employer's Taxes, Plaintiff, PAGA Members, and the State of California released all claims, theories, and causes of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth in Plaintiff's Complaint, letter to LWDA dated September 8, 2023, which includes claims under Labor Code sections 201, 202, 204, 210, 226, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, 2802 and corresponding Wage Orders, including theories for (1) Unpaid Overtime;

(2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; (10) Unfair And Unlawful Business Practices; and (11) Private Attorneys General Act (PAGA) (“**Released PAGA Claims**”).

If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that happens, there is no assurance that: (a) any decision at trial would be in favor of any Class Members; (b) a favorable trial decision, if any, would be as favorable to any Class Members as the Settlement; or (c) any favorable trial decision would be upheld if an appeal was filed. The Court has expressed no opinion regarding the merits of the claims asserted in the Action.

VI. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Records public window of the Monterey County Superior Court, 1200 Aguajito Road, Monterey, California 93940, during regular business hours of each court day.

To the extent there are any conflicts between this Notice and the terms of Settlement Agreement, the terms of the Settlement Agreement will govern.

DO NOT CALL OR CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THE SETTLEMENT.

If you have any questions about the Settlement, you may contact the Settlement Administrator at the following address or numbers:

[Settlement Administrator]
[street address/P.O. Box]
[City, State, Zip]
[Phone Number]
[Fax Number]