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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KALEAH BRIDGES, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

SIMON PROPERTY GROUP, INC., a
corporation; SBUX MANAGEMENT
ASSOCIATES, LLC, a limited liability
company; SIMON SBUX FRANCHISE,
LLC, a limited liability company; and
DOES 1 through 100, inclusive,
Defendants.

Case No.: CIVSB2417986

**CLASS ACTION AND PAGA
REPRESENTATIVE ACTION**

*[Assigned for all purposes to the
Hon. Stephanie Tanada, Dept. S33]*

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

Date: December 2, 2026

Time: 8:30 a.m.

Dept.: S33

Action Filed: June 4, 2024

Trial Date: None Set

1 The Motion of Plaintiff Kaleah Bridges (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement (the “Motion”) came on regularly for hearing before this Court. This Court,
3 having considered the proposed Settlement Agreement (the “Settlement”) attached to the
4 Declaration of Tuvia Korobkin filed concurrently with the Motion; and having considered the
5 Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations
6 filed therewith; and good cause appearing, HEREBY ORDERS AS FOLLOWS:

7 1. The Settlement is attached hereto as **Exhibit 1** and incorporated herein by
8 reference. The Notice Packet (consisting of the Class Notice and Notice of Estimated Settlement
9 Award) are attached to the Settlement as **Exhibits A and B** and are also incorporated herein by
10 reference.

11 2. The Court GRANTS preliminary approval of the class action settlement as set
12 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
13 that ultimately could be granted approval by the Court at a Final Approval Hearing. Specifically,
14 the Court finds that the Settlement is fair, adequate, and reasonable, and in the best interests of
15 the Settlement Class (defined below).

16 3. For purposes of the Settlement, the Court finds that the proposed Settlement Class
17 is ascertainable, and that there is a sufficiently well-defined community of interest among the
18 members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes
19 only, the Court grants provisional certification of the following Settlement Class: **All individuals**
20 **who worked for Sbux Management Associates, LLC or Simon Sbux Franchise, LLC as**
21 **non-exempt employees in California at any time from June 3, 2020 through March 31, 2025**
22 **(the “Class Release Period”).**

23 4. For purposes of the Settlement, the Court preliminarily designates Plaintiff as the
24 Class Representative, and preliminarily designates F. Shawn Azizollahi, Tuvia Korobkin, and
25 Alex Purcell of Marquee Law Group, APC as Class Counsel.

26 5. The Court preliminarily designates Phoenix Settlement Administrators as the
27 third-party Settlement Administrator for mailing notices.

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1 6. The Court approves, as to form and content, the Class Notice and Notice of
2 Estimated Settlement Award, attached hereto as Exhibits A and B, respectively.

3 7. The Court finds that the form of notice to the Settlement Class regarding the
4 pendency of the action and of the Settlement, and the methods of giving notice to members of
5 the Settlement Class, constitute the best notice practicable under the circumstances, and
6 constitute valid, due, and sufficient notice to all of the Settlement Class members. The form and
7 method of giving notice complies fully with the requirements of California Code of Civil
8 Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and
9 3.769, the California and United States Constitutions, and other applicable law.

10 8. The Court further approves the procedures to opt out of or object to the Settlement,
11 as set forth in the Class Notice. Specifically, any Settlement Class member who wishes to opt
12 out of the settlement must mail a Request for Exclusion (as explained in the Class Notice) to the
13 Settlement Administrator no later than 60 days after the mailing of the Notice Packet. Likewise,
14 any Settlement Class member who wishes to submit a written objection must mail any such
15 written objection, and any supporting evidence, to the Settlement Administrator no later than 60
16 days after the mailing of the Notice Packet, as described in more detail in the Class Notice.

17 9. The procedures and requirements for filing objections in connection with the Final
18 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
19 presentation of any valid objection to the Settlement in accordance with due process.

20 10. The Court directs the Settlement Administrator to mail the Class Notice to the
21 members of the Settlement Class in accordance with the terms of the Settlement.

22 11. The Final Approval Hearing on the question of whether the Settlement should be
23 finally approved as fair, reasonable, and adequate is scheduled in Department S33 of this Court,
24 located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California
25 92415, on _____, 2027 at _____ a.m./p.m.

26 12. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
27 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
28 a judgment granting final approval of the Settlement should be entered; and (c) whether

Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service payment to Plaintiff, settlement administration costs, and payment to the Labor & Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

13. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's incentive award, payment to the LWDA, and settlement administration costs, as well as any written response to objections, prior to the Final Approval Hearing according to the schedule set forth below.

14. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [within 30 days after preliminary approval]:	January 4, 2027
Settlement Administrator to mail Notice Packets to Settlement Class members no later than [10 Court days after receiving Class Data]:	January 19, 2027
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement [60 calendar days after mailing]:	March 22, 2027
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement including requests for attorneys' fees, litigation costs, service award to Plaintiff, and PAGA payment to LWDA, and declaration from Settlement Administrator verifying service of class notice:	April 19, 2027
Deadline for the parties to file any written response to objections:	Five (5) days prior to Final Approval Hearing
Final Approval Hearing:	_____, 2027

15. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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

4 **IT IS SO ORDERED.**

5
6 Dated: _____, 2026

Hon. Stephanie Tanada
Judge of the Superior Court

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is by and between Plaintiff Kaleah Bridges (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Sbox Management Associates, LLC, Simon Property Group, Inc., and Simon Sbox Franchise, LLC (“Defendants”) on the other hand. Plaintiff and Defendants are referred to collectively as the “Parties.” Plaintiff and the Settlement Class are represented by F. Shawn Azizollahi, Tuvia Korobkin, and Alex Purcell of Marquee Law Group APC (“Class Counsel”). Defendants are represented by Caroline Dickey and the law firm of Barnes & Thornburg LLP (“Defense Counsel”).

On June 3, 2024, Plaintiff filed a class and representative action against Defendants in San Bernardino Superior Court, titled *Kaleah Bridges v. Simon Property Group, Inc., et al*, Case No. CIVSB2417986 (the “Action”). The Action was amended on August 9, 2024. The Action alleges class and representative claims against Defendants for: (i) failure to reimburse expenses; (ii) wage statement violations; (iii) failure to timely pay final wages; (iv) unfair competition; and (v) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, and following mediation, the Parties wish to settle Plaintiff’s claims on a classwide and representative basis. Accordingly, Plaintiff and Defendants agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiff and Defendants stipulate to the certification of a “Settlement Class,” which shall be defined as:

All individuals who worked for Sbox Management Associates, LLC or Simon Sbox Franchise, LLC (the “Employing Entities”) as non-exempt employees in California at any time from June 3, 2020 through March 31, 2025 (the “Class Release Period”).

Defendants represent that there are approximately 770 Settlement Class members. The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **PAGA Group.** For purposes of this Settlement only, Plaintiff and Defendants stipulate to a sub-set of the Settlement Class called the “PAGA Group,” which shall be defined as:

All individuals who worked for the Employing Entities in California as non-exempt employees at any time from June 3, 2023 through March 31, 2025 (the “PAGA Release Period”).

3. **Release by Settlement Class.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, Plaintiff and every Settlement Class member who does not opt out of the class portion of the Settlement (“Participating Class Members”) will release and discharge Defendants and Insuperity PEO

Services, L.P., as well as any division thereof, any parent companies, subsidiaries, affiliated entities, and any predecessors, successors, and assigns of any of the foregoing, and any current or former officer or employee, director, trustee, agent, member, manager, contractor, shareholder, representative, insurer, investor, or employee benefit or welfare program or plan (including administrators, trustees, fiduciaries, and insurers of such program or plan) (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the Action or that could have been alleged based on the facts alleged in the Action, including but not limited to: (a) any alleged failure by Defendants (1) to reimburse or indemnify business expenses, (2) to issue compliant wage statements, or (3) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(3) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(3) above, including, without limitation, violation of California Labor Code sections 201-203, 226, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with the Employing Entities during the Class Release Period (“California Released Claims”).

4. **PAGA Release.** In addition, upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release the Released Parties of any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter submitted by Plaintiff to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a)(1) through (a)(3) in the immediately preceding paragraph, arising from their employment with the Employing Entities during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.
5. **Release by Plaintiff.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount being fully funded by Defendants, and in exchange for her Class Representative Service Payment, Plaintiff, as the named Class Representative, agrees to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local laws, rules, or regulations, arising from Plaintiff’s employment with the Employing Entities at any time prior to the date that Plaintiff signs this Agreement (“Plaintiff’s Released Claims”). Plaintiff’s release includes but is not limited to any claim, demand, action, or cause of action, known or unknown, including money damages and claims for attorneys’ fees, based on but not limited to: (a) the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), 29 U.S.C. § 621, *et seq.*; (b) the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*; (c) the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, *et seq.*; (d) the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*; (e) the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff, *et seq.*; (f) the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981; (g) the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*; (h) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), *et seq.*; (i) the Equal Pay Act, as amended, 29 U.S.C. § 206, *et seq.*; (j) the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*; (k)

the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq.; (l) the National Labor Relations Act, 29 U.S.C. § 151 et seq.; (m) the California Worker Adjustment and Retraining Notification Act, Cal. Labor Code § 1400, et seq.; (n) the California Fair Employment and Housing Act, Cal. Gov't Code § 12940, et seq.; (o) the California Family Rights Act of 1993, Cal. Gov't Code § 12940, et seq.; (p) the California Equal Pay Law, Cal. Lab. Code § 1197.5, et seq. or any California wage payment law; (q) the California Private Attorneys General Act, Cal. Lab. Code § 2698, et seq.; (r) any other section of the California Labor Code; (s) any section of the applicable Order of the California Industrial Welfare Commission; (t) any existing or potential entitlement under any Defendants program or plan, including wages or other paid leave, commissions, incentives, stock grants or options, business expenses, severance pay, or bonuses; (u) any existing or potential agreement, contract, representation, policy, procedure, or statement (whether any of the foregoing are express or implied, oral or written); (v) claims arising under any other federal, state and local fair employment practices law, disability benefits law, and any other employee or labor relations statute, executive order, law or ordinance, and any duty or other employment-related obligation, claims arising from any other type of statute, executive order, law or ordinance, claims arising from contract or public policy, as well as tort, tortious cause of conduct, breach of contract, restitution, wrongful termination, demotion, intentional infliction of emotional distress, humiliation, negligence, discrimination, harassment, and retaliation, lost employment opportunities, damage to professional reputation, failure to prevent discrimination, failure to prevent retaliation, failure to prevent harassment, failure to pay timely earned wages on separation, failure to provide accurate wage statements, retaliation in violation of the California Labor Code, failure to comply with any requests for personnel or payroll information or documents, together with all claims for monetary and equitable relief, interest, penalties, punitive and compensatory relief and attorneys' fees and costs; and (w) the United States Constitution or any applicable state Constitution. This release expressly excludes any claims that Plaintiff may have related to Workers Compensation, any claims for unemployment insurance, or any other claims which cannot be released by law. As to Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. **Gross Settlement Amount.** As consideration, Defendants agree to pay a "Gross Settlement Amount" or "GSA" of One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00) in full and complete settlement of the Action, as follows:
 - A. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.
 - B. Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator no later than thirty (30) days after the Effective Date (defined below).
 - C. This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:
 - i. All payments to the Settlement Class;

- ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$15,000.00;
- iii. Up to \$10,000.00 for Plaintiff as the Class Representative Service Payment, in recognition of Plaintiff's contributions to the Action and to the Settlement Class;
- iv. Class Counsel attorney fees of up to 35% of the GSA (currently estimated to be \$385,000.00), plus litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than \$25,000.00;
- v. The Parties have set aside \$150,000.00 of the GSA as PAGA civil penalties. Pursuant to the PAGA, 75% of such penalties, or \$112,500, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$37,500 will be payable to members of the PAGA Group as the "PAGA Amount" as discussed below.

D. Escalator Clause. A "Workweek" is defined as any workweek in which a Settlement Class member worked one or more workdays for either of the Employing Entities as a non-exempt employee in California. Defendants represent that Settlement Class members worked approximately 17,138 Workweeks during the Class Release Period. This is a material representation for Plaintiff to enter this Agreement. If the actual number of Workweeks during the Class Release Period exceeds this number by more than 10% (i.e., if Settlement Class members worked 18,852 or more workweeks during the Class Release Period), then the Gross Settlement Amount will increase by the increase in workweeks over 10% (e.g., if the number of Workweeks worked during the Class Release Period is 11% greater than 17,138, the Gross Settlement Amount will increase by 1%). If the Gross Settlement Amount increases as a result of this Escalator Clause, the updated Gross Settlement Amount (as well as the updated amount of estimated attorneys' fees) will be reflected in the Class Notice. Alternatively, Defendants may elect to adjust the length of the Class Release Period and the PAGA Release Period by truncating the end date of those periods so as to keep the number of workweeks less than 18,852, to avoid triggering the Escalator Clause.

- 7. **Effective Date.** The "Effective Date" of this Agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court and Judgment is entered thereon, and (ii) Judgment approving the settlement becomes Final. "Final" shall mean, as applicable: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed without material modification pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
- 8. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim to receive a payment from the Settlement ("Settlement Award"). Each Settlement Award shall be comprised of the Settlement Class member's (i) payment from the Net Settlement Amount and (ii) payment, if any, from the PAGA Amount, as described in detail

below.

- A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Service Payment, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA."
- B. Payments from the Net Settlement Amount: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of Workweeks worked during the Class Release Period. The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks worked during the Class Release Period, and the denominator of which is the total Workweeks worked by all Participating Class Members during the Class Release Period.
- C. Payments from the PAGA Amount: In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$37,500.00) has been set aside as the "PAGA Amount," as mentioned above. The PAGA Amount shall be paid to all PAGA Group members, regardless of whether they opt out of the class portion of the Settlement, based on the proportional number of pay periods each PAGA Group member worked for the Employing Entities in California during the PAGA Release Period ("PAGA Pay Periods"). Specifically, each PAGA Group member's payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Group member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods worked by all PAGA Group members.
- D. Within five (5) business days following Defendants' deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payment to Plaintiff, the PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.
- E. Because all of the claims in the Action are for reimbursement of expenses and/or for statutory and civil penalties, none of which are considered "wages" under California law, all Settlement Awards will be deemed penalties and reimbursements for tax purposes and the Settlement Administrator will issue IRS Forms 1099 to Settlement Class members for their Settlement Awards, without any withholdings taken. However, to the extent the Court requires the Parties to allocate a portion of each Settlement Award to "wages," then: (i) the Settlement Administrator will issue Forms W2 to Settlement Class members for the wage portions of Settlement Awards, (ii) the wage portions of the Settlement Awards will be subject to legally required withholdings, and (iii) Defendants will be responsible for the employer's

share of the payroll taxes on the wage portion of the Settlement Awards in addition to, and separate from, the Gross Settlement Amount, and must pay said employer-side taxes at the same time it funds the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

- F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.
 - G. Neither Plaintiff nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
9. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of up to 35% of the Gross Settlement Amount (currently estimated at \$385,000.00), plus actual costs and expenses as supported by declaration in an amount not to exceed \$25,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with the Action, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1009 when the Settlement Administrator pays the fee and cost award allowed by the Court.
 10. **Class Representative Service Payment.** Plaintiff will request, and Defendants will not oppose, a Class Representative Service Payment of \$10,000.00 for Plaintiff from the Gross Settlement Amount for Plaintiff's time and risks undertaken in prosecuting the Action, her service to the Settlement Class, and her general release of claims. This award will be in addition to Plaintiff's Settlement Awards as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiff her Class Representative Service Payment at the same time that it mails the Settlement Awards to Settlement Class members.
 11. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to \$15,000.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement

Class members.

12. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:
 - A. Conditionally certifying the Settlement Class for purposes of this Settlement;
 - B. Appointing F. Shawn Azizollahi, Tuvia Korobkin, and Alex Purcell of Marquee Law Group, APC as Class Counsel;
 - C. Appointing Plaintiff as Class Representative for the Settlement Class;
 - D. Approving Phoenix as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), in English and Spanish, and directing the mailing of same; and
 - G. Scheduling a Final Approval hearing.
13. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:
 - A. Within thirty (30) days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; and the number of Workweeks worked during the Class Release Period and number of PAGA Pay Periods, for each Settlement Class member (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
 - B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
 - C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member’s name, address, telephone number, and last four digits of his/her Social Security number; (2) contain

a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3) above, it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement.

- D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by: (i) mailing a written objection to the Settlement Administrator as explained in the Class Notice, and/or (ii) appearing at the Final Approval hearing and making an oral objection. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object in writing but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected in writing. However, any Settlement Class member who has not requested exclusion may appear at the Final Approval hearing and make an oral objection. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.
- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class Member's estimated Settlement Award as well as the information that was gleaned from Defendants' records in order to calculate the Settlement Award, including their number of Workweeks they worked during the Class Release Period and their number of PAGA Pay Periods (if any). Settlement Class members will have the opportunity,

should they disagree with Defendants' records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be in writing, be mailed to the Settlement Administrator, and be postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.
- 14. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:
 - A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;
 - B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payment, PAGA civil penalties to the LWDA, and settlement administration costs; and
 - C. Entering judgment pursuant to California Rule of Court 3.769.
 - 15. **Non-Admission of Liability.** Defendants deny liability as to the matters alleged in the Action. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of

further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void but remains protected by California Evidence Code § 1152.

16. **Confidentiality.** Plaintiff and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiff's spouse or to Plaintiff's attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiff.
17. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Rule of Court 3.769.
18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.
19. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.
20. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants: Caroline Dickey, Barnes & Thornburg LLP, 2029 Century Park East, Suite 300, Los Angeles, CA 90067; caroline.dickey@btlaw.com

if to Plaintiff: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvialaw@marqueelaw.com
21. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
22. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.
23. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date

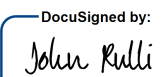
hereof relating to the subject matters hereof.

24. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
25. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

AGREED TO AND APPROVED BY:

DATED: 01/22/2026 | 10:44 EST

SIMON PROPERTY GROUP, INC.

By: 
 John Rulli, Chief Administrative Officer

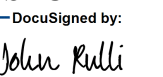
DATED: 01/22/2026 | 10:44 EST

SBUX MANAGEMENT ASSOCIATES, LLC

By: 
 John Rulli, Chief Administrative Officer

DATED: 01/22/2026 | 10:44 EST

SIMON SBUX FRANCHISE, LLC

By: 
 John Rulli, Chief Administrative Officer

DATED: 1/16/2026

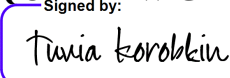
KALEAH BRIDGES


 Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED: 1/16/2026

MARQUEE LAW GROUP APC

By: 
 Tuvia Korobkin
 Attorneys for Plaintiff

DATED: 1/22/2026

BARNES & THORNBURG LLP

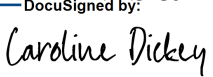
By: 
 Caroline Dickey
 Attorneys for Defendants

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

KALEAH BRIDGES,

Plaintiff,

vs.

SIMON PROPERTY GROUP, INC., SBUX
MANAGEMENT ASSOCIATES, LLC, SIMON
SBUX FRANCHISE, LLC,

Defendants.

Case Nos. CIVSB2417986

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All individuals who worked for Sbox Management Associates, LLC or Simon Sbox Franchise, LLC (the “Employing Entities”) as non-exempt employees in California at any time from June 3, 2020 through March 31, 2025 (“Class Release Period”).

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

Why should you read this Notice?

The San Bernardino County Superior Court (“Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) that resolves a class and representative action lawsuit pending against Simon Property Group, Inc., Sbox Management Associates, LLC, and Simon Sbox Franchise, LLC (together, “Defendants”), called *Kaleah Bridges v. Simon Property Group, Inc., et al*, Case No. CIVSB2417986. This lawsuit will be referred to as the “Action.”

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Defendants’ records show that you were employed by the Employing Entities as a non-exempt employee in California at some point between June 3, 2020, and March 31, 2025. You are therefore a member of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<ADMIN WEBSITE>>.

What is this case about?

Plaintiff Kaleah Bridges (“Plaintiff”) has filed a lawsuit alleging that Defendants violated California law with respect to employees who worked for the Employing Entities. Specifically,

Questions? Call (XXX) XXX-XXXX

Plaintiff alleges that Defendants: (i) failed to reimburse or indemnify employees for business expenses; (ii) failed to issue accurate itemized wage statements; (iii) failed to pay all wages at termination; and, as a result of the above, (iv) engaged in unlawful business practices. In addition, Plaintiff seeks recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Defendants deny that they have done anything wrong and contend they complied with all applicable laws and regulations and that Plaintiff’s claims have no merit. Defendants also deny that they owe any wages, restitution, penalties, or other damages. By agreeing to settle, Defendants do not admit liability on any of the factual allegations or claims asserted in the Action or that the Action can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expenses, inconvenience, and interference with their business operations, Defendants have agreed to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation.

Plaintiff and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

Who are the Attorneys?

Attorneys for Plaintiff / the Settlement Class: MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Alex Purcell alex@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com	Attorneys for Defendants: BARNES & THORNBURG LLP Caroline Dickey caroline.dickey@btlaw.com 2029 Century Park East, Suite 300 Los Angeles, California 90067 Tel.: (310) 284-3880 www.btlaw.com
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What are the terms of the Settlement?

Defendants have agreed to pay \$1,100,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Costs. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, currently estimated to be \$385,000, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000 for reimbursement

of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payment. Class Counsel will ask the Court to approve an award of \$10,000 to Plaintiff, also known as the “Class Representative.” This award is to compensate the Class Representative for her service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate \$150,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff’s PAGA claim. Pursuant to the requirements of the PAGA, seventy-five percent (75%) of that amount, or \$112,500, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$37,500 has been designated as the “PAGA Amount” and will be paid to certain Settlement Class members, known as PAGA Group members, as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$515,000. Together with the \$37,500 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$552,500. Payments to Settlement Class members, known as “Settlement Awards,” will be calculated as follows:

NSA Payment: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for the Employing Entities as a non-exempt employee in California during the Class Release Period.

PAGA Amount Payment: In addition to the NSA, \$37,500 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for the Employing Entities as a non-exempt employee in California at any time from June 3, 2023 to March 31, 2025 (the “PAGA Release Period”). This sub-group of Settlement Class members is known as the “PAGA Group.” All members of the PAGA Group will receive a payment from the PAGA Amount in proportion to the number of pay periods that they worked for the Employing Entities as a non-exempt employee in California during the PAGA Release Period.

Deposit of Gross Settlement Amount and Distribution of Payments. The Gross Settlement Amount will be funded by Defendants within 30 days of the “Effective Date,” as that term is defined in the Settlement. If the Court grants final approval of the Settlement and there are no objections, the Effective Date will be approximately 60 days after the date of final approval. Settlement Awards will be mailed approximately 8 business days after the Gross Settlement Amount is fully funded.

Allocation and Taxes. The claims in the Action are for expense reimbursements and for statutory or civil penalties, which are not treated as “wages” under California law. Therefore, for tax purposes the Settlement Awards shall be treated as reimbursements and penalties not subject to withholding. The Settlement Administrator will issue IRS forms 1099 for all Settlement Awards. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiff and every Participating Class Member will release and discharge Defendants and Insuperity PEO Services, L.P., as well as any division thereof, any parent companies, subsidiaries, affiliated entities, and any predecessors, successors, and assigns of any of the foregoing, and any current or former officer or employee, director, trustee, agent, member, manager, contractor, shareholder, representative, insurer, investor, or employee benefit or welfare program or plan

(including administrators, trustees, fiduciaries, and insurers of such program or plan) (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative Complaint in the Action or that could have been alleged based on the facts alleged in the operative Complaint in the Action, including but not limited to: (a) any alleged failure by Defendants (1) to reimburse or indemnify business expenses, (2) to issue compliant wage statements, or (3) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(3) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(3) above, including, without limitation, violation of California Labor Code sections 201-203, 226, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with the Employing Entities during the Class Release Period (“California Released Claims”).

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter submitted by Plaintiff to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a)(1) through (a)(3) in the immediately preceding paragraph, arising from their employment with the Employing Entities during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for the Employing Entities as a non-exempt employee in California during the Class Release Period and the number of pay periods you worked for the Employing Entities as a non-exempt employee in California during the PAGA Release Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

How much money will I receive from the Settlement?

Based on Defendants’ records, your total Settlement Award is estimated to be <<XXXXXX>>, which includes <<XXXXXX>> from the Net Settlement Amount and <<XXXXXX>> from the PAGA Amount. The enclosed “Notice of Estimated Settlement Award” contains the data from Defendants’ records that was relied upon in calculating your estimated payment.

How will I receive money from the Settlement?

The Settlement Administrator will send, by U.S. mail, a single check to each Settlement Class member who is entitled to a Settlement Award following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Settlement

Administrator as soon as possible.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated as noted above. Your estimated Settlement Award is based on the number of workweeks you worked for the Employing Entities in California as a non-exempt employee during the Class Release Period and the number of pay periods you worked for the Employing Entities in California as a non-exempt employee during the PAGA Release Period. The information contained in Defendants' records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than **<<RESPONSE DEADLINE>>**, with your full name (as well as any former names you used while you worked for the Employing Entities), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Kaleah Bridges v. Simon Property Group* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Group members, even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for the Employing Entities), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before **<<RESPONSE DEADLINE>>**. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with

the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S33 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payment, and the Settlement administration costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's website, <https://sanbernardino.courts.ca.gov>. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. This deadline will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

KALEAH BRIDGES v. SIMON PROPERTY GROUP, INC., ET AL

San Bernardino County Superior Court Case No. CIVSB2417986

Please complete, sign, and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to Defendants' records:

- (a) you worked for [REDACTED] workweeks for Sbox Management Associates, LLC and/or Simon Sbox Franchise, LLC as a non-exempt employee in California between June 3, 2020 and March 31, 2025;
- (b) you worked for [REDACTED] pay periods for Sbox Management Associates, LLC and/or Simon Sbox Franchise LLC as a non-exempt employee in California between June 3, 2023 and March 31, 2025.

Based on the above, your Settlement Award is estimated at \$ [REDACTED], which includes \$ [REDACTED] from the Net Settlement Amount and \$ [REDACTED] from the PAGA Amount.

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

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, the dispute will be resolved by the Settlement Administrator in consultation with counsel for the Parties. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

PRUEBA DOCUMENTAL A

¿Preguntas? Llame al (XXX) XXX-XXXX



TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE SAN BERNARDINO

KALEAH BRIDGES,

Demandante,

vs.

SIMON PROPERTY GROUP, INC., SBUX
MANAGEMENT ASSOCIATES, LLC,
SIMON SBUX FRANCHISE, LLC,

Demandados.

Causa No. CIVSB2417986

**NOTIFICACIÓN DE PENDENCIA
DE DEMANDA COLECTIVA Y
ACUERDO PROPUESTO**

Para: Todas las personas que trabajaron para Sbox Management Associates, LLC o Simon Sbox Franchise, LLC (las “Entidades Empleadoras”) como empleados no exentos en California en cualquier momento desde el 3 de junio de 2020 hasta el 31 de marzo de 2025 (“Período de Exoneración de la Clase”).

**LEA ESTA NOTIFICACIÓN CON ATENCIÓN.
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, ACTÚE USTED O NO.**

¿Por qué leer esta Notificación?

El Tribunal Superior del Condado de San Bernardino (“Tribunal”) ha otorgado la aprobación preliminar de un acuerdo de conciliación propuesto en una demanda colectiva (el “Acuerdo”) que resuelve una demanda colectiva y representativa pendiente contra Simon Property Group, Inc., Sbox Management Associates, LLC, y Simon Sbox Franchise, LLC (en conjunto, los “Demandados”), llamada *Kaleah Bridges v. Simon Property Group, Inc., et al*, Causa No. CIVSB2417986. Esta demanda se denominará la “Acción”.

Debido a que sus derechos pueden verse afectados por el Acuerdo, es importante que lea esta Notificación con atención.

En los expedientes de los Demandados consta que usted fue empleado por las Entidades Empleadoras como empleado no exento en California en algún momento entre el 3 de junio de 2020 y el 31 de marzo de 2025. Por lo tanto, usted es miembro de la “Clase del Acuerdo” propuesta. El Tribunal ordenó que esta Notificación le fuera enviada porque es posible que tenga derecho a recibir dinero bajo el Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de esta Notificación es proporcionarle una breve descripción de la Acción, informarle sobre los términos del Acuerdo propuesto, describir sus derechos en relación con el Acuerdo y explicarle qué medidas puede tomar para participar en el Acuerdo, objetarlo o excluirse de él. Si no se excluye del Acuerdo y el Tribunal lo aprueba definitivamente, quedará obligado por los términos del Acuerdo y por cualquier Sentencia Definitiva. Si se dicta una sentencia definitiva en este caso, se publicará en el sitio web del Administrador del Acuerdo, **<<ADMIN WEBSITE>>**.



¿Preguntas? Llame al (XXX) XXX-XXXX

¿De qué trata esta causa?

La Demandante Kaleah Bridges (“Demandante”) ha presentado una demanda en la que alega que los Demandados incumplieron la ley de California con respecto a los empleados que trabajaron para las Entidades Empleadoras. Específicamente, la Demandante alega que los Demandados: (i) no reembolsaron ni resarcieron a los empleados por gastos laborales; (ii) no emitieron comprobantes de pago detallados y exactos; (iii) no pagaron todos los salarios al momento de la terminación; y, como resultado de lo anterior, (iv) incurrieron en prácticas comerciales ilícitas. Además, la Demandante solicita el pago de sanciones civiles derivadas conforme a la Ley de Procuradores Generales Privados (PAGA por sus siglas en inglés), prevista en el Código Laboral de California.

Los abogados de la Demandante, quienes también representan los intereses de todos los miembros de la Clase del Acuerdo, son conocidos como “Abogados de la Clase”.

Los Demandados niegan haber cometido conducta indebida alguna y sostienen que cumplieron con todas las leyes y reglamentos aplicables y que las reclamaciones de la Demandante carecen de fundamento. Los Demandados también niegan adeudar salarios, restitución, sanciones u otros daños y perjuicios. Al aceptar conciliar, los Demandados no admiten responsabilidad respecto de ninguna de las alegaciones de hecho o reclamaciones formuladas en la Acción, ni admiten que la Acción pueda o deba tramitarse como demanda colectiva fuera del contexto de un acuerdo.

El Tribunal no se ha pronunciado sobre el fondo del asunto de las reclamaciones de la Demandante. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con sus operaciones comerciales, los Demandados han aceptado resolver la Acción según los términos resumidos en esta Notificación. Después de que los Demandados proporcionaron información relevante a los Abogados de la Clase, el Acuerdo se alcanzó tras una mediación.

La Demandante y los Abogados de la Clase también apoyan el Acuerdo. Entre las razones para apoyarlo se encuentran las posibles defensas de los Demandados frente a la responsabilidad, el riesgo de que se deniegue la Certificación de la Clase, los riesgos inherentes de un juicio sobre el fondo del asunto y las demoras e incertidumbres asociadas con el litigio.

¿Quiénes son los Abogados?

Abogados de la Demandante / de la Clase del Acuerdo: MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Alex Purcell alex@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com	Abogados de los Demandados: BARNES & THORNBURG LLP Caroline Dickey caroline.dickey@btlaw.com 2029 Century Park East, Suite 300 Los Angeles, California 90067 Tel.: (310) 284-3880 www.btlaw.com
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¿Cuáles son los términos del Acuerdo?

Los Demandados han acordado pagar \$1,100,000.00 (el “Monto Bruto del Acuerdo”) para resolver en su totalidad todas las reclamaciones de la Acción, incluidas las reclamaciones de los miembros de la Clase del Acuerdo, los honorarios de abogado, los costos, los gastos de administración del Acuerdo, las sanciones civiles PAGA y el Pago por Servicio al Representante de la Clase.

Las partes solicitarán las siguientes deducciones del Monto Bruto del Acuerdo:

¿Preguntas? Llame al (XXX) XXX-XXXX



Gastos de Administración del Acuerdo. El Tribunal ha aprobado que Phoenix Settlement Administrators actúe como el “Administrador del Acuerdo”, que le envía esta Notificación y realizará muchas otras funciones relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta \$15,000 del Monto Bruto del Acuerdo para pagar los gastos de administración del Acuerdo.

Honorarios de Abogado y Costos. Los Abogados de la Clase solicitarán honorarios de hasta el 35% del Monto Bruto del Acuerdo, actualmente estimados en \$385,000, como compensación razonable por el trabajo que realizaron, y continuarán realizando, en esta Acción hasta la conclusión del Acuerdo. Los Abogados de la Clase también solicitarán el reembolso de hasta \$25,000 por el reembolso de los costos comprobados en que incurrieron en relación con el litigio.

Pago por Servicio al Representante de la Clase. Los Abogados de la Clase le solicitarán al Tribunal que apruebe un Pago de \$10,000 a la Demandante, también conocida como la “Representante de la Clase”. Este Pago tiene por objeto compensar a la Representante de la Clase por su servicio y el trabajo adicional realizado en nombre de la Clase del Acuerdo.

Sanciones Civiles PAGA. Las partes han acordado asignar \$150,000 del Monto Bruto del Acuerdo como presuntas sanciones civiles para conciliar la reclamación PAGA de la Demandante. De conformidad con los requisitos de PAGA, el setenta y cinco por ciento (75%) de esa cantidad, o \$112,500, se pagará a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA” por sus siglas en inglés). Los \$37,500 restantes se han designado como el “Monto PAGA” y se pagarán a ciertos miembros de la Clase del Acuerdo, conocidos como miembros del Grupo PAGA, como se describe a continuación.

Cálculo de los Pagos del Acuerdo de los Miembros de la Clase del Acuerdo. Después de deducir las cantidades anteriores aprobadas por el Tribunal, el saldo del Monto Bruto del Acuerdo constituirá el Monto Neto del Acuerdo (“NSA” por sus siglas en inglés), que se distribuirá a todos los miembros de la Clase del Acuerdo que no presenten una Solicitud de Exclusión válida y presentada dentro del plazo (descrita a continuación). Se estima que el NSA será de aproximadamente \$515,000. Junto con el Monto PAGA de \$37,500, se estima que la cantidad total que se distribuirá a los miembros de la Clase del Acuerdo será de \$552,500. Los pagos a los miembros de la Clase del Acuerdo, denominados “Pagos del Acuerdo”, se calcularán de la siguiente manera:

Pago del NSA: Todos los Miembros Participantes de la Clase (es decir, todos los miembros de la Clase del Acuerdo que no se excluyan del Acuerdo) recibirán un pago del NSA. El NSA se distribuirá entre todos los Miembros Participantes de la Clase en proporción al número de semanas laborales que cada Miembro Participante de la Clase trabajó para las Entidades Empleadoras como empleado no exento en California durante el Período de Exoneración de la Clase.

Pago del Monto PAGA: Además del NSA, \$37,500 del Monto Bruto del Acuerdo ha sido designado como el “Monto PAGA” como se describe anteriormente, y será asignado a todos los miembros de la Clase del Acuerdo (ya sea que se excluyan o no) que trabajaron para las Entidades Empleadoras como empleado no exento en California en cualquier momento desde el 3 de junio de 2023 hasta el 31 de marzo de 2025 (el “Período de Exoneración PAGA”). Este subgrupo de miembros de la Clase del Acuerdo se conoce como el “Grupo PAGA”. Todos los miembros del Grupo PAGA recibirán un pago del Monto PAGA en proporción al número de períodos de pago que trabajaron para las Entidades Empleadoras como empleado no exento en California durante el Período de Exoneración PAGA.

Depósito del Monto Bruto del Acuerdo y Distribución de los Pagos. Los Demandados financiarán el Monto Bruto del Acuerdo dentro de los 30 días siguientes a la “Fecha de Entrada en Vigor”, según se define ese término en el Acuerdo. Si el Tribunal otorga la aprobación definitiva del Acuerdo y no hay objeciones, la Fecha de Entrada en Vigor será aproximadamente 60 días después de la fecha de la aprobación definitiva. Los Pagos del Acuerdo se enviarán por correo aproximadamente 8 días hábiles después de que el Monto Bruto del Acuerdo se haya financiado en su totalidad.

Asignación e Impuestos. Las reclamaciones de la Acción son por reembolso de gastos y por sanciones legales o civiles, que no se tratan como “salarios” conforme a la ley de California. Por lo tanto, para fines fiscales, los Pagos del Acuerdo se tratarán como reembolsos y sanciones no sujetos a retención.



El Administrador del Acuerdo emitirá Formularios 1099 del IRS para todos los Pagos del Acuerdo. Los miembros de la Clase del Acuerdo son responsables de dar a sus Pagos del Acuerdo el tratamiento correcto a efectos del impuesto sobre la renta. El Administrador del Acuerdo, los Demandados y sus abogados, y la Demandante y los Abogados de la Clase no pueden proporcionar asesoría fiscal. Por consiguiente, los miembros de la Clase del Acuerdo deberían consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Exoneración. Una vez que ocurra la Fecha de Entrada en Vigor (según se define en el Acuerdo) y el Acuerdo esté financiado en su totalidad, la Demandante y cada Miembro Participante de la Clase exonerarán y liberarán de responsabilidad a los Demandados y a Insperity PEO Services, L.P., así como a cualquier división de estos, cualquier sociedad matriz, subsidiaria o entidad afiliada, cualquier predecesor, sucesor o cesionario de cualquiera de los anteriores, y cualquier directivo o empleado actual o anterior, director, fideicomisario, agente, miembro, gerente, contratista, accionista, representante, asegurador, inversionista, o programa o plan de beneficios o bienestar para empleados (incluidos los administradores, fideicomisarios, fiduciarios y aseguradores de dicho programa o plan) (las “Partes Exoneradas”), de todas y cada una de las causas de acción, reclamaciones, derechos, daños y perjuicios y sanciones conforme a la ley de California que fueron alegadas en la Demanda Vigente de la Acción o que podrían haberse alegado con base en los hechos alegados en la Demanda Vigente de la Acción y que surjan de su empleo con las Entidades Empleadoras durante el Período de Exoneración de la Clase, incluidas, entre otras: (a) cualquier presunto incumplimiento por parte de los Demandados de (1) reembolsar o resarcir gastos laborales, (2) emitir comprobantes de pago conformes o (3) pagar dentro del plazo los salarios al finalizar el empleo; (b) cualquier derecho o reclamación por prácticas comerciales desleales en incumplimiento de los artículos 17200 y siguientes del Código de Negocios y Profesiones de California, con base en los presuntos incumplimientos establecidos en (a)(1) a (a)(3) anteriores; y (c) cualquier incumplimiento del Código Laboral de California que surja de la conducta alegada en (a)(1) a (a)(3) anteriores o esté relacionada con ella, incluidos, entre otros, los incumplimientos de los artículos 201-203, 226, 2802 y 2804 del Código Laboral de California, o de cualquier otro estatuto, regla y/o reglamento estatal aplicable (Orden Salarial de la IWC) (“Reclamaciones Exoneradas de California”).

Además, una vez que (i) ocurra la Fecha de Entrada en Vigor y (ii) el Monto Bruto del Acuerdo esté financiado en su totalidad, todos los miembros del Grupo PAGA (se excluyan o no del Acuerdo) renunciarán a todo derecho o reclamación por sanciones civiles u otra reparación de conformidad con PAGA que se derive del Código Laboral de California o de las Órdenes Salariales de la IWC, con base en las alegaciones expuestas en la carta de Notificación PAGA presentada por la Demandante a la LWDA, incluidas, entre otras, las sanciones civiles y otras reparaciones conforme a PAGA basadas en los presuntos incumplimientos establecidos en (a)(1) a (a)(3) del párrafo inmediatamente anterior, y surja de su empleo con las Entidades Empleadoras durante el Período de Exoneración PAGA (“Reclamaciones PAGA Exoneradas”). De conformidad con *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), todos los miembros del Grupo PAGA estarán obligados por la parte PAGA del Acuerdo y no podrán excluirse de esa parte del Acuerdo.

Acuerdo Condicional. Al otorgar la Aprobación Preliminar del Acuerdo, el Tribunal ha determinado que el Acuerdo se encuentra dentro del rango de posible aprobación como justo, razonable y adecuado. Este Acuerdo está condicionado a que el Tribunal dicte, en la Audiencia de Aprobación Definitiva o después de ella, una orden mediante la cual apruebe definitivamente el Acuerdo.

¿Cómo puedo recibir dinero a partir del Acuerdo?

No Hacer Nada. Usted no necesita hacer nada si desea recibir un pago del Acuerdo y participar en él. Si no hace nada, tendrá derecho a su Pago del Acuerdo con base en el número de semanas laborales que trabajó para las Entidades Empleadoras como empleado no exento en California durante el Período de Exoneración de la Clase y el número de períodos de pago que trabajó para las Entidades Empleadoras como empleado no exento en California durante el Período de Exoneración PAGA. También quedará obligado por el Acuerdo, incluida la exoneración de reclamaciones establecida en esta Notificación.

¿Preguntas? Llame al (XXX) XXX-XXXX



Fecha Límite para Cobrar el Cheque y Cheques No Cobrados. Usted debe cobrar o depositar su cheque del Pago del Acuerdo dentro de los 180 días siguientes a la fecha en que el Administrador del Acuerdo se lo envíe por correo. Si no cobra ni deposita su cheque dentro de los 180 días, el cheque quedará sin validez y los fondos correspondientes se transferirán al Fondo de Bienes No Reclamados del Contralor de California a su nombre.

¿Cuánto dinero recibiré a partir del Acuerdo?

Con base en los expedientes de los Demandados, se estima que su Pago total del Acuerdo será de <<\$XXXXXX>>, que incluye <<\$XXXXXX>> del Monto Neto del Acuerdo y <<\$XXXXXX>> del Monto PAGA. La “Notificación del Pago Estimado del Acuerdo” adjunta contiene los datos de los expedientes de los Demandados que se utilizaron para calcular su pago estimado.

¿Cómo recibiré el dinero a partir del Acuerdo?

El Administrador del Acuerdo enviará, por correo de USA un solo cheque a cada miembro de la Clase del Acuerdo que tenga derecho a un Pago del Acuerdo después de la Fecha de Entrada en Vigor de este Acuerdo. Su cheque se enviará a la misma dirección que esta Notificación. Si cambia de dirección, notifique al Administrador del Acuerdo lo antes posible.

¿Qué otras opciones tengo?

Disputa sobre la Información de la Notificación del Pago Estimado del Acuerdo. Su Pago Estimado del Acuerdo se ha calculado como se indicó anteriormente. Su Pago Estimado del Acuerdo se basa en el número de semanas laborales que trabajó para las Entidades Empleadoras en California como empleado no exento durante el Período de Exoneración de la Clase y el número de períodos de pago que trabajó para las Entidades Empleadoras en California como empleado no exento durante el Período de Exoneración PAGA. La información contenida en los expedientes de los Demandados respecto de cada uno de estos factores aparece en la Notificación del Pago Estimado del Acuerdo adjunta.

Si no está de acuerdo con la información de su Notificación del Pago Estimado del Acuerdo, puede presentar una disputa, junto con cualquier documentación de respaldo, de conformidad con los procedimientos indicados en la Notificación del Pago Estimado del Acuerdo. Toda disputa, junto con la documentación de respaldo, debe llevar matasellos a más tardar el <<RESPONSE DEADLINE>>. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.** Las partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por miembros de la Clase del Acuerdo. La decisión del Administrador del Acuerdo respecto de cualquier disputa será definitiva.

Excluirse de la Parte del Acuerdo Correspondiente a la Demanda Colectiva. Si **no** desea participar en la parte del Acuerdo correspondiente a la demanda colectiva, puede excluirse enviando al Administrador del Acuerdo una carta o tarjeta postal que constituya una “Solicitud de Exclusión” por escrito, con matasellos a más tardar el <<RESPONSE DEADLINE>>, que incluya su nombre completo (así como cualquier nombre anterior que haya usado mientras trabajó para las Entidades Empleadoras), su dirección actual, número de teléfono, los últimos 4 dígitos de su Número de Seguro Social y su firma. Aunque no se exige una redacción específica, la Solicitud de Exclusión debe indicar que desea excluirse de la Clase del Acuerdo en el litigio *Kaleah Bridges v. Simon Property Group*.

Envíe cualquier Solicitud de Exclusión directamente al Administrador del Acuerdo a <<ADMINISTRATOR CONTACT INFO>>. Toda persona que presente una Solicitud de Exclusión válida y presentada dentro del plazo, una vez recibida, dejará de ser miembro de la Clase del Acuerdo respecto de las reclamaciones de la clase, quedará impedida de participar en la parte del Acuerdo correspondiente a la demanda colectiva y no recibirá beneficios de esa parte del Acuerdo. Toda persona que presente una Solicitud de Exclusión válida y presentada dentro del plazo también carecerá de legitimación para presentar una objeción al Acuerdo. Sin embargo, todos los miembros del Grupo



PAGA, incluso quienes presenten una Solicitud de Exclusión válida y presentada dentro del plazo, estarán obligados por la parte PAGA del Acuerdo y recibirán una parte del Monto PAGA.

Objeciones al Acuerdo. Si no presenta una Solicitud de Exclusión, tiene derecho a objetar los términos del Acuerdo de la Clase. Sin embargo, si el Tribunal rechaza su objeción, seguirá obligado por los términos del Acuerdo. Si desea objetar el Acuerdo de la Clase o cualquier parte de este, puede (1) enviar por correo una Objeción por escrito al Administrador del Acuerdo y/o (2) comparecer en la Audiencia de Aprobación Definitiva y objetar oralmente. Toda Objeción por escrito debe incluir su nombre completo (así como cualquier nombre anterior que haya usado mientras trabajaba para las Entidades Empleadoras), su dirección actual, su número de teléfono actual y su dirección de correo electrónico, el nombre y la información de contacto de cualquier abogado que lo represente, cada motivo específico de su objeción y todo fundamento jurídico o fáctico de cada objeción, incluidos cualesquiera documentos de respaldo, escritos jurídicos, pruebas documentales, declaraciones y/u otras pruebas. Todas las Objeciones por escrito deben llevar matasellos a más tardar el **<<RESPONSE DEADLINE>>**. Si no presenta una objeción por escrito, aún puede objetar oralmente en la Audiencia de Aprobación Definitiva y explicar su objeción al juez.

Si desea comparecer en la Audiencia de Aprobación Definitiva, tiene derecho a hacerlo en persona o por medio de su propio abogado. Si desea comparecer en la Audiencia de Aprobación Definitiva y/o contratar a un abogado para que lo represente en la audiencia, debe hacerlo a su propio costo. Todo abogado que tenga la intención de representar a una persona que objeta el Acuerdo debe presentar una Notificación de Comparecencia ante el Tribunal y notificarla a los abogados de todas las partes a más tardar el **<<RESPONSE DEADLINE>>**.

Si objeta el Acuerdo, seguirá siendo miembro de la Clase del Acuerdo y, si el Tribunal aprueba el Acuerdo, quedará obligado por sus términos de la misma manera que los miembros de la Clase del Acuerdo que no objetan. En otras palabras, al presentar una Objeción, no se está excluyendo del Acuerdo.

¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Definitiva para determinar si el Acuerdo es adecuado, razonable y justo el **<<FINAL APPROVAL HEARING DATE/TIME>>**, en el juzgado S33 del Tribunal Superior del Condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415. En la Audiencia de Aprobación Definitiva, también se pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados de la Clase de honorarios de abogado y reembolso de costos/gastos, el Pago por Servicio al Representante de la Clase y los gastos de administración del Acuerdo.

La Audiencia de Aprobación Definitiva puede ser aplazada o reprogramada sin notificación adicional a la Clase del Acuerdo. Si desea confirmar la fecha y hora de la Audiencia de Aprobación Definitiva, puede consultar el sitio web del Acuerdo en **<<website URL>>**. También puede visitar el sitio web del Tribunal como se describe a continuación. **No tiene la obligación asistir a la Audiencia de Aprobación Definitiva, aunque cualquier miembro de la Clase del Acuerdo puede asistir a la audiencia a su propio costo.**

¿Cómo puedo obtener información adicional?

Esta Notificación es solo un resumen de la Acción y del Acuerdo. Para obtener más información, puede consultar el sitio web del Tribunal, <https://sanbernardino.courts.ca.gov>. También puede comunicarse con el Administrador del Acuerdo o con los Abogados de la Clase usando la información de contacto indicada anteriormente para obtener más información.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL PARA PEDIR INFORMACIÓN SOBRE ESTE ACUERDO.

¿Preguntas? Llame al (XXX) XXX-XXXX



RECORDATORIO SOBRE LOS PLAZOS

La fecha límite para presentar alguna Disputa, Solicitud de Exclusión u Objeción es el <<RESPONSE DEADLINE>>. Esta fecha límite se hará cumplir estrictamente.

¿Preguntas? Llame al (XXX) XXX-XXXX



PRUEBA DOCUMENTAL B



NOTIFICACIÓN DEL PAGO ESTIMADO DEL ACUERDO

KALEAH BRIDGES v. SIMON PROPERTY GROUP, INC., ET AL

Tribunal Superior del Condado de San Bernardino Causa No. CIVSB2417986

Por favor, complete, firme y devuelva este Formulario a <<ADMINISTRATOR CONTACT INFO>> SOLO SI (1) su información de contacto personal ha cambiado y/o (2) desea disputar cualquiera de los elementos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener registrada una dirección actual ante el Administrador del Acuerdo.

(I) Por favor, escriba a máquina o en letra de molde su nombre:

(Nombre, Segundo Nombre, Apellido)

(II) Por favor, escriba a máquina o en letra de molde la siguiente información de identificación si su información de contacto ha cambiado:

Nombres Anteriores (si los hay)

Nueva Dirección Postal

Ciudad

Estado

Código Postal

Número de teléfono (si desea ser contactado por teléfono)

(III) Información utilizada para calcular su Pago Estimado del Acuerdo:

Según los expedientes de los Demandados:

- (a) usted trabajó durante [REDACTED] semanas laborales para Sbox Management Associates, LLC y/o Simon Sbox Franchise, LLC como empleado no exento en California entre el 3 de junio de 2020 y el 31 de marzo de 2025;
- (b) Usted trabajó durante [REDACTED] períodos de pago para Sbox Management Associates, LLC y/o Simon Sbox Franchise LLC como empleado no exento en California entre el 3 de junio de 2023 y el 31 de marzo de 2025.

Con base en lo anterior, su Pago del Acuerdo se estima en \$ [REDACTED], que incluye \$ [REDACTED] del Monto Neto del Acuerdo y \$ [REDACTED] del Monto PAGA.

(IV) Si usted no está de acuerdo con cualquiera de los elementos (a) - (b) de la Sección (III) anterior, por favor explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier evidencia o documentación de respaldo con este Formulario:

Si disputa la información anterior de los expedientes de los Demandados, los expedientes de los Demandados prevalecerán a menos que pueda proporcionar documentación que demuestre que son erróneos. Si existe una disputa sobre si la información de los Demandados o la suya es correcta, la disputa será resuelta por el Administrador del Acuerdo en consulta con los abogados de las Partes. La determinación del Administrador del Acuerdo será definitiva.

Fecha: _____

Firma: _____

CUALQUIER DISPUTA (INCLUIDOS LOS DOCUMENTOS DE RESPALDO) DEBE LLEVAR MATASELLOS A MÁS TARDAR EL <<RESPONSE DEADLINE>>.



