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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

BRIA WARE, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

SHAKE SHACK ENTERPRISES LLC, a New
York Limited Liability Company; and DOES
1-50, Inclusive,

Defendants.

Case No. 21CV002063

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: October 17, 2023
Time: 3:00 p.m.

Judge: Hon. Brad Seligman
Dept.: 23

1 I, Makenna Snow, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Ware v.*
6 *Shake Shack Enterprises LLC* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Pendency of Class Action Settlement and Final Hearing Date* (referred to as “Notice
18 Packet”); (b) receiving and processing requests for exclusion and objections to the Settlement, if
19 applicable; (c) resolving Settlement Class Members’ disputes over the number of Workweeks
20 Defendant has record of them working during the Class Period, which was pre-printed on their
21 individualized Class Notice; (d) establishing a QSF account and calculating individual settlement
22 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
23 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
24 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
25 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
26 orders ILYM Group to perform.

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1 4. On June 7, 2023, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On June 28, 2023, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, the
6 dates of employment worked for each individual, the number of workweeks for each Settlement
7 Class Member during the Class Period and the number of workweeks for each Aggrieved Employee
8 during the PAGA Period. The data file was uploaded to our database and checked for duplicates
9 and other possible discrepancies. The Class List contained 7,729 individuals with 6,378 Aggrieved
10 Employees.

11 6. As part of the preparation for mailing, all 7,729 names and addresses contained in
12 the Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
15 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
16 address was found in the NCOA database, the updated address was used for the mailing of the
17 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
18 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

19 7. On July 6, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all 7,729
20 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of
21 the mailed Notice Packet.

22 8. As of the date of this declaration, 1,246 Notice Packets have been returned to our
23 office. Of the 1,246 returned Notice Packets, 2 were returned with a forwarding address and the
24 Notice Packets were promptly re-mailed to the forwarding address provided. ILYM Group
25 performed a computerized skip trace on the 1,244 returned Notice Packets that did not have a
26 forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the
27 Notice Packet. As a result of this skip trace, 665 updated addresses were obtained and the Notice
28 Packets were promptly re-mailed to those Settlement Class Members, via U.S. First Class Mail.

9. As of the date of this declaration, a total of 667 Notice Packets have been re-mailed.

10. As of the date of this declaration, a total of 579 Notice Packets have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received 1 request for exclusion, submitted by Michael Kentrock. The deadline to request exclusion from the Settlement was August 21, 2023.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was August 21, 2023.

13. As of the date of this declaration, ILYM Group will report a total of 7,728 Participating Class Members, representing 99.99% of the 7,729 Settlement Class Members. The total number of Workweeks worked by the Participating Class Members during the class period is 220,817.

14. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of Workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Fund Value for Class Counsel Fees and Litigation Costs/Expenses, the Class Representative Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

Gross Fund Value	\$1,330,000.00
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Attorney's Fees	\$443,333.33
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Attorney's Costs/Expenses	\$30,000.00
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Enhancement Payment: Bria Ware	\$10,000.00
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ILYM Group Fees	\$50,000.00
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LWDA	\$37,500.00
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Aggrieved Employees	\$12,500.00
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Net Settlement Fund	\$746,666.67
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15. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of

1 the Applicable Workweeks worked by each Class Member during the Class Period, to the total
2 number of Applicable Workweeks worked by all Class Members during the Class Period. Based
3 on these calculations, the Participating Class Members will receive an estimated average gross
4 payment of \$96.62, with the estimated highest gross payment being \$625.56, with an estimated
5 lowest gross payment of \$3.38.

6 16. The PAGA payment shares to the PAGA Employees will be calculated based on the
7 Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution
8 will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the
9 Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to
10 the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the
11 PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated
12 average payment of \$1.96, with the estimated highest payment being \$9.56, with an estimated
13 lowest payment of \$0.08.

14 17. ILYM Group's total fees and costs for services in connection with the administration
15 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
16 costs for completion of the settlement administration, are \$50,000.00. ILYM Group's work in
17 connection with this matter will continue with the calculation of the settlement award payments,
18 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
19 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
20 Group to perform.

21 I declare under penalty of perjury under the laws of the State of California and the United
22 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
23 was executed this 19th day of September 2023, at Tustin, California.

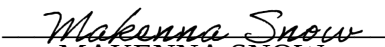
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25 
26 MAKENNA SNOW
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EXHIBIT “A”

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Ware v. Shake Shack Enterprises, LLC, Alameda County Superior Court Case No. 21CV002063)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Est_Individual_Class_Payment». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved and appear at the Final Fairness hearing. Directions are provided below. Written objections must be delivered or mailed to the Settlement Administrator within 45 days of receipt of this Notice.

1. Why did I get this Notice?

If you are a current, or were a former, non-exempt employee of Shake Shack Enterprises, LLC (“Shake Shack” or “Defendant”) in California at any time from July 1, 2019, through January 11, 2023, a class action lawsuit may affect your rights.

A proposed class action settlement (the “Settlement”) of the lawsuit *Bria Ware v. Shake Shack Enterprises, LLC*, Case No. 21CV002063, pending in the Alameda County Superior Court (the “Court”) has been reached between Plaintiff Bria Ware (“Plaintiff”) and Shake Shack. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.** This notice is not an expression of any opinion of the Court as to the merits of any of the claims or defenses asserted by either party. Shake Shack denies that it is liable on any of the claims alleged by Plaintiff.

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

All of Defendant’s current and former non-exempt California employees at any time during the Class Period.

The “Class Period” is the period of time running from July 1, 2019, and continuing until January 11, 2023.

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

2. What is this class action lawsuit about?

On November 8, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Alameda. Plaintiff asserted claims that Defendant: (a) Violated California Business and

Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (f) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (i) Failed to provide reporting time pay in violation of Wage Order No. 5; and (j) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.* (“Action”).

Shake Shack denies and disputes all claims asserted in the Action and denies that it is liable on any of the claims. Shake Shack contends it properly paid members of the class all wages and overtime that was due; it provided members of the class with all legally required meal breaks and rest breaks; it paid any members of the class all wages due them timely upon separation; it provided accurate, itemized wage statements to members of the class; it did not violate California Business and Professions Code section 17200 *et seq.*; it fully reimbursed members of the class for required business expenses; it paid all reporting time pay that was due; that the Action cannot properly be maintained as a class action; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On November 14, 2022, the Parties participated in an all-day mediation with Steven J. Rottman, Esq., an experienced mediator of wage-and-hour class and PAGA actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on May 26, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Fund Value. Defendant has agreed to pay an “all in” amount of One Million, Three-Hundred and Thirty Thousand Dollars (\$1,330,000) (the “Gross Fund Value”) to fund the settlement. The Gross Fund Value includes the payment of all Individual Settlement Payments to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Administration Costs, PAGA Penalties, and the Enhancement Award to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Fund Value by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Fund Value. The Settlement provides for certain payments to be made from the Gross Fund Value, which will be subject to final Court approval, and which will be deducted from the Gross Fund Value before settlement payments are made to Class Members, as follows:

- Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$50,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of attorneys’ fees not to exceed 1/3 of the Gross Fund Value (currently \$443,333.33) and an award of not more than \$30,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Enhancement Award. Enhancement Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Penalties. A payment of \$50,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$12,500 will be distributed to Aggrieved Employees.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees and Costs, the Enhancement Award, the PAGA Penalties, and the Administration Costs are deducted from the Gross Fund Value, the remaining portion, called the "Net Fund Value," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Fund Value by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. Employees will receive a pro-rata share of the Net Fund Value based on the number of workweeks that they were employed. A "workweek" is defined as the number of weeks during the Class Period that each Class Member was employed as a non-exempt employee of Defendant.
- Calculation of PAGA Penalties Payments to Aggrieved Employees. The Net PAGA Amount shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all of Defendant's current and former non-exempt California employees at any time during the PAGA Period. The PAGA Period means the period between August 19, 2020, and continuing until January 11, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 10% of each Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 70% of each Settlement Payment is allocated to penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. 20% of each Settlement Payment is allocated to interest, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Fund Value by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or and reasonably related to the allegations and claims asserted in the Complaint, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to overtime, COVID-19 testing and screening, final pay upon termination, and minimum wage), alleged unpaid meal and rest break premiums, itemized wage statement penalties, waiting time penalties under the California Labor Code or Business & Professions Code (including Section 17200 *et seq.*), reimbursement of business expenses (including but not limited to COVID-19

testing), and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties; and any other benefit claimed on account of the allegations asserted in Complaint. This release shall apply to all claims arising during the Class Period. The class action release expressly excludes release of PAGA claims.

Released PAGA Claims. The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Fund Value by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” means all claims for civil penalties arising under PAGA alleged in the Complaint and Plaintiff’s August 19, 2021 PAGA notice to the LWDA and all accompanying attorneys’ fees and costs, which occurred during the PAGA Period. This PAGA release continues through January 11, 2023.

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

Plaintiff’s Released Claims. The Parties also reached a settlement of Plaintiff’s individual claims for discrimination, retaliation, and constructive termination. The settlement of Plaintiff’s individual claims was negotiated separately and only after the Settlement of the wage and hour and PAGA claims was reached. Plaintiff’s individual claims are distinct from the claims asserted in the Action. Defendant agreed to pay a sum of thirty thousand dollars (\$30,000) for the settlement of Plaintiff’s individual claims. The Individual Settlement Agreement can be accessed on the administrator’s website, at www.ilymgroup.com/ShakeShack. As part of Plaintiff’s Individual Settlement Agreement, Plaintiff agreed to broadly release all claims against Defendant, known or unknown, including her claims for discrimination, retaliation, and constructive termination. Unlike the Plaintiff, you are not releasing those claims as part of the Settlement, and only Plaintiff is affected by her release of the individual claims.

5. How much will my payment be?

Defendant’s records reflect that you have «Class_Workweeks_» Workweeks worked during the Class Period (July 1, 2019 to January 11, 2023).

Based on this information, your estimated Individual Settlement Payment is \$«Est_Individual_Class_Payment».

Defendant’s records reflect that you have «PAGA_Workweeks_» pay periods worked during the PAGA Period (August 19, 2020 to January 11, 2023).

Based on this information, your estimated PAGA Payment Share is \$«Est_Individual_PAGA_Payment».

If you wish to receive the money described above, do nothing. If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than August 21, 2023.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. (888) 250-6810.

The Court will hold a hearing on October 17, 2023 to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator’s website at www.ilymgroup.com/ShakeShack

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must timely submit to the Settlement Administrator, by First Class Mail, a written, signed, and dated request for exclusion postmarked no later than August 21, 2023. The address for the Settlement Administrator is ILYM Group, Inc. The request for exclusion must state in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Ware v. Shake Shack Enterprises, LLC, Alameda County Superior Court, Case No. 21CV002063*. **I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice.**” The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after August 21, 2023, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above. Any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Penalties, as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Ware v. Shake Shack Enterprises, LLC, Alameda County Superior Court, Case No. 21CV002063*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than August 21, 2023. The address for the Settlement Administrator is ILYM Group Inc., P.O. Box 2031 Tustin, CA 92781.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite
3600 San Diego, CA 92121
Tel.: (619) 599-8292
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Class Counsel:

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Zakay Law Group, APLC
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Email: shani@zakaylaw.com

Counsel for Defendant:

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Los Angeles, CA 90067
Tel.: (310) 598-4150
Fax: (310) 556-9828
E-Mail: nyaffe@foxrothschild.com

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

You are not required to attend the Final Approval Hearing where the Court will decide whether to approve the

Settlement. If you wish to attend, the Court will hold a Final Approval Hearing at 3:00 p.m. on October 17, 2023, at the Alameda County Superior Court, Department 23, located at 1221 Oak Street, Oakland, CA 94612 before Judge Brad Seligman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you.

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

You may call the Settlement Administrator at 1-888-250-6810 or write to *Ware v. Shake Shack Enterprises, LLC, Alameda County Superior Court, Case No. 21CV002063*, Settlement Administrator, c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by one of the computer terminal kiosks available at each court location that has a facility for civil filings.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.