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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

Coordination Proceeding
Special Title (Rule 3.550)

RCSH WAGE AND HOUR CASES

Included Actions:

*Eddie Castillo, et al. v. RCSH Operations,
Inc., et al., San Francisco County
Superior Court Case No. CGC-21-594237*

*Eddie Castillo v. RCSH Operations, Inc., et
al., Los Angeles County Superior Court
Case No. 21SMCV01530*

*Adrian Quiroz Guerrero, et al. v. Ruth's
Hospitality Group, Inc., Riverside County
Superior Court Case No. RIC1804127*

*Amanda M. Patterson v. RCSH Operations,
Inc., Contra Costa County Superior Court
Case No. MSC21-02077*

Case No.: JCCP5243

Honorable Harold W. Hopp
Department 10

CLASS ACTION

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

Date:	August 17, 2023
Time:	8:30 a.m.
Department:	10
Reservation No.:	547365648692

<i>Castillo</i> Complaint Filed:	July 29, 2021
<i>Castillo</i> PAGA Complaint Filed:	Sept. 17, 2021
<i>Patterson</i> Complaint Filed:	Oct. 20, 2021
<i>Guerrero</i> Complaint Filed:	Feb. 26, 2018
Trial Date:	None Set

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1 This matter has come before the Honorable Harold W. Hopp in Department 10 of the
2 Superior Court of the State of California, for the County of Riverside, on August 17, 2023 at 8:30
3 a.m. for Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC; JCL Law Firm, APC; Zakay Law Group, APLC; Srourian Law Firm, P.C.; and
5 Sirmabekian Law Firm, P.C. appear as counsel for Plaintiffs Adrian Quiroz Guerrero, Anton Kassa,
6 Lucas Martin Arel, Eddie Castillo, Juan Carlos Menendez Funes, and Amanda Patterson
7 (“Plaintiffs”), individually and on behalf of all others similarly situated and other aggrieved
8 employees and Baker & Hostetler LLP appears as counsel for Defendants Ruth’s Hospitality Group,
9 Inc. and RCSH Operations, Inc. (“Defendants”).

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
12 Preliminary Approval of Class Action Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Joint Stipulation and Class Action and PAGA
15 Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as
16 **“EXHIBIT 1”** to the Declaration of Brian J. St. John in Support of Plaintiffs’ Motion for Preliminary
17 Approval of Class Action Settlement. This is based on the Court’s determination that the Settlement
18 falls within the range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

22 All current and/or former hourly-paid or non-exempt employees of Defendants in
23 California at any time during the period from February 26, 2014 through the date of
this Order.

24 7. The Court provisionally appoints Lawyers *for* Justice, PC; JCL Law Firm, APC;
25 Zakay Law Group, APLC; Srourian Law Firm, P.C.; and Sirmabekian Law Firm, P.C. as counsel
26 for the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiffs Adrian Quiroz Guerrero, Anton Kassa,
28 Lucas Martin Arel, Eddie Castillo, Juan Carlos Menendez Funes, and Amanda Patterson as the

representatives of the Class (“Class Representatives”).

9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the administration of the Settlement (“Administrator”). Simpluris’ services include translating, printing, distributing, and tracking Notice Packets and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth in the Settlement Agreement, and as requested by the Parties.

10. Within thirty (30) days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data shall include each and every each and every Class Member’s full name, last-known mailing address, last known telephone number, Social Security number, number of Workweeks, and number of Workweeks during the period from February 26, 2014 through December 24, 2021 (“Class Data”), in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), Exclusion Form (“Exclusion Form”), and Objection Form (“Objection Form”), attached hereto as “**EXHIBIT 1**,” “**EXHIBIT 2**,” and “**EXHIBIT 3**,” respectively. The Class Notice, Exclusion Form, and Objection Form are collectively referred to as the “Notice Packet.” The Notice Packet shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice Packet appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to challenge the Workweek credited to each of them, and of each Participating Class Member’s right and opportunity to object to the Settlement by submitting an Objection. The Court further finds that distribution of the Notice Packet substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court

1 further orders the Administrator to mail the Notice Packet by First-Class U.S. mail to all Class
2 Members no later than fourteen (14) calendar days after receipt of the Class Data, pursuant to the
3 terms set forth in the Settlement Agreement.

4 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
5 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
6 to be excluded from the Settlement by submitting a Request for Exclusion Form or a written request
7 that is in conformity with the requirements set forth in the Notice Packet, to the Administrator,
8 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of
9 the Notice Packet to Class Members (“Response Deadline”), or, in the case of a re-mailed Notice
10 Packet, the Response Deadline will be the later of either fifteen (15) calendar days from the date of
11 the re-mailing or the original forty-five (45) calendar day deadline. Every Class Member who
12 submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or
13 have the right to object to the Class Settlement. Class Members who have not submitted a timely
14 and valid request to be excluded from the Settlement (i.e., Participating Class Member) shall be
15 bound by the Settlement Agreement and any final judgment based thereon. However, all all current
16 and/or former hourly-paid or non-exempt employees of Defendants in California at any time during
17 the PAGA Period (“Allegedly Aggrieved Employees”) are bound to the PAGA Settlement and will
18 still receive an Individual PAGA Payment based on the terms of this Agreement, regardless of
19 whether or not they seek exclusion from the Class Settlement.

20 13. To object to the Class Settlement, a Participating Class Member must submit an
21 Objection Form or written objection to the Class Settlement (both of which are referred to as an
22 “Objection”) to the Administrator, postmarked or delivered on or before the Response Deadline.
23 The Objection must be signed and must contain the information that is required, as set forth in the
24 Class Notice, including and not limited to the grounds for the objection.

25 14. A Final Approval Hearing shall be held before this Court on
26 _____ at _____ a.m./p.m. in
27 Department 10 of the Riverside County Superior Court, located at 4050 Main Street, Riverside,
28 California 92501, to determine all necessary matters concerning the Settlement, including: whether

the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Fee Award and Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.

15. Class Counsel shall file a motion for final approval of the Settlement and for Fee Award and Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

16. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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

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

1 the Settlement.

2 **IT IS SO ORDERED.**

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4 Dated: _____

By: _____
The Honorable HAROLD W. HOPP
Judge of the Superior Court

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EXHIBIT 1

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

RCSH Wage and Hour Cases, Riverside County Superior Court Case No. JCCP5243

The Superior Court for the State of California authorized this Notice. Please read it carefully.

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against Ruth’s Hospitality Group, Inc. and RCSH Operations, Inc. (“Ruth’s Chris”). The Action was filed by former Ruth’s Chris employees Adrian Quiroz Guerrero, Anton Kaasa, Lucas Arel, Eddie Castillo, Juan Carlos Menendez Funes, and Amanda Patterson (“Plaintiffs”). Plaintiffs allege, on behalf of a purported class of all current or former hourly-paid or non-exempt California employees of Ruth’s Chris from February 26, 2014 to [date of preliminary approval] (the “Class Members”), claims for purported unpaid minimum and overtime wages, reporting time pay, provision of meal periods, rest periods, and itemized wage statements, maintenance of accurate payroll records, timely payment of all wages during employment and/or upon separation of employment, payment of tips, reimbursement of business expenses, and unfair competition. Plaintiffs also allege claims for penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all current or former hourly-paid or non-exempt employees of Ruth’s Chris in California from August 13, 2017 to [date of final approval] (the “Allegedly Aggrieved Employees”). The period of August 13, 2017 to [date of final approval] is referred to as the “PAGA Period.”

The proposed Settlement has two main parts: (1) a Class Settlement requiring Ruth’s Chris to fund, among other things, Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Ruth’s Chris to fund Individual PAGA Payments to Allegedly Aggrieved Employees and to California Labor and Workforce Development Agency (“LWDA”).

As calculated based on Ruth’s Chris’ records, **your Individual Class Payment is estimated to be \$ [redacted] (less taxes and withholdings), and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Ruth’s Chris’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Ruth’s Chris in an hourly-paid or non-exempt position in California during the PAGA Period.)

The above estimates are based on Ruth’s Chris’ records showing that **you worked [redacted] workweeks** during the Class Period (“Workweeks”), and that **you worked [redacted] pay periods** during the PAGA Period (“PAGA Pay Periods”). If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 0 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided on granting final approval of the Settlement. Your legal rights are affected whether you act or do not act. Please read this Notice carefully. You will be deemed to have carefully read and understood this Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs

and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Ruth’s Chris to make payments under the Settlement and requires Class Members and Allegedly Aggrieved Employees to give up their rights to assert certain claims against Ruth’s Chris.

If you worked for Ruth’s Chris during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert future claims that are being released under the Settlement, which are detailed below in Section 3.I and 3.J.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue those wage claims against Ruth’s Chris that are referenced in Section 3.I. As to the PAGA claims brought on behalf of Allegedly Aggrieved Employees, if you are an Allegedly Aggrieved Employee, you may not opt out of the PAGA portion of the Settlement and will receive an Individual PAGA Payment.
- (3) **Object to the Settlement.** If you do not opt out of the Settlement, you may object to any aspect of the proposed Settlement submitted to the Court for final approval.

Your rights and options are further detailed below. The Parties will not retaliate against you for any action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and (if eligible) an Individual PAGA Payment. In exchange, you will give up your right to assert the claims against Ruth’s Chris that are covered by this Settlement (“Released Claims”) as detailed below in Section 3.I and 3.J.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [45-day Response Deadline]	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 3.F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Ruth’s Chris must pay Individual PAGA Payments to all Allegedly Aggrieved Employees and the Allegedly Aggrieved Employees must give up their rights to pursue Released PAGA Claims (as defined below in Section 3.J).

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [REDACTED] [45-day Response Deadline]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but all sums paid to Class Counsel and Plaintiffs will be deducted from the gross settlement before payment is made to Participating Class Members. See Section 6 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 7 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED] [45-day Response Deadline]	The amount of your Individual Class Payment and (if any) Individual PAGA Payment, respectively, depend on how many workweeks you worked at least 8 hours during the Class Period, and how many Pay Periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and/or the number of PAGA Period Pay Periods you worked according to Ruth’s Chris’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Ruth’s Chris. In the Action, Plaintiffs allege claims for purported unpaid minimum and overtime wages, reporting time pay, provision of meal periods, rest periods, and itemized wage statements, maintenance of accurate payroll records, timely payment of all wages during employment and/or upon separation of employment, payment of tips, reimbursement of business expenses, and unfair competition. Plaintiffs also allege claims for penalties under PAGA. Plaintiffs are represented by the following law firms in the Action (“Class Counsel”): Lawyers for Justice, PC, JCL Law Firm, APC, Shani O. Zakay of Zakay Law Group, APLC, Srourian Law Firm, P.C., and Sirmabekian Law Firm, P.C.

Ruth’s Chris strongly denies violating any alleged laws or failing to pay any alleged wages and contends that it complied with all applicable laws. The Parties have agreed to a mutually-amicable settlement to resolve Plaintiffs’ claims.

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

The Court has not made any determination as to whether Plaintiffs’ claims have any merit. In the meantime, Plaintiffs and Ruth’s Chris utilized the services of an experienced, neutral mediator in an

effort to resolve the Action by negotiating an end to the case by agreement (i.e. to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (the “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Ruth’s Chris have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Ruth’s Chris does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is fair because: (1) Ruth’s Chris has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Allegedly Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Ruth’s Chris Will Pay \$6,000,000, excluding employer’s share of payroll taxes on the wage portion of the Individual Class Payments, as the Gross Settlement Amount (“Gross Settlement”). Ruth’s Chris has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Ruth’s Chris will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the exact amounts of which will be decided by the Court at the Final Approval Hearing:
 - (1) Up to \$ 2,400,000 (40% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$75,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - (2) Up to \$25,000 to each of the six Plaintiffs as Class Representative Service Awards for filing and prosecuting the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payments.
 - (3) Up to \$27,000 to the Administrator for services administering the Settlement.
 - (4) Up to \$750,000 for PAGA Penalties, of which, 75% will be allocated to the LWDA by law, and 25% will be allocated to the Individual PAGA Payments made to the Allegedly Aggrieved Employees.

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

- C. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members by (a) dividing that amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the total Workweeks worked by each individual Participating Class Member during the Class Period.
- D. Taxes Owed on Payments to Class Members. Plaintiffs and Ruth’s Chris are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to tax withholdings and will be reported on IRS Forms W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Forms 1099.

Although Plaintiffs and Ruth’s Chris have agreed to these allocations, neither side is giving you any advice on whether your Payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the Industrial Relations Unpaid Wage Fund (the “Fund”) pursuant to California Labor Code Sections 96.6 and 96.7. If the monies represented by your check is sent to the Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The form for the Request for Exclusion is included with this Notice and must be fully completed if you wish to opt out of the Settlement. If you submit such a Request for Exclusion, then you will not receive an Individual Class Payment, but will preserve your rights to personally pursue wage and hour claims against Ruth’s Chris.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is always possible in any proposed settlement that the Court will decline to grant Final Approval of the settlement

or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Ruth's Chris have agreed that, in either case, the Settlement will be void, Ruth's Chris will not pay any settlement funds described above, and Class Members and Allegedly Aggrieved Employees will not release any claims against Ruth's Chris by virtue of the voided settlement.

- H. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide any Class Member Challenges regarding Workweeks, and allegedly Aggrieved Employee Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.
- I. Participating Class Members' Release. After the Judgment is final and Ruth's Chris has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Ruth's Chris and any of its/their past and/or present parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their past and/or present owners, officers, directors, members, managers, employees, consultants, partners, subsidiaries, shareholders, attorneys, insurers, joint venturers, agents, successors, assigns, legal representatives, and/or any other persons acting on its/their behalf (the "Released Parties"), as it relates to the following claims:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged, or reasonably could have been alleged, in the Action based on the factual predicates or claims alleged in the Action, including but not limited to: claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to pay minimum wage, failure to pay split shift premiums, failure to pay reporting time pay including for regular shifts and on-call shifts, failure to provide compliant meal periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to provide compliant rest periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate rest premium pay), failure to provide a day of rest, failure to pay tips or gratuities, failure to provide and/or pay paid sick leave, vacation time, or other paid time off or written notice of such time off, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide adequate seating, failure to pay wages without unlawful

deductions and/or reductions, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code section 17200, *et seq.*, and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 351, 432.5, 450, 510, 515, 512, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, Industrial Welfare Commission Wage Orders (including and not limited to, Wage Order Nos. 4-2001 and 5-2001), or any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- J. Allegedly Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Ruth’s Chris has paid the Gross Settlement, all Allegedly Aggrieved Employees will be barred from asserting PAGA claims against Ruth’s Chris and the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Allegedly Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Ruth’s Chris or the Released Parties as it relates to the following claims:

All Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, in exchange for consideration provided in this Agreement, from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action based on the facts stated in the Action, in the PAGA Notices, and ascertained in the course of the Action, including, but not limited to, any right or claim for PAGA penalties predicated on alleged failure to pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to pay minimum wage, failure to pay split shift premiums, failure to pay reporting time pay including for regular shifts and on-call shifts, failure to provide compliant meal periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to provide compliant rest periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate rest premium pay), failure to provide a day of rest, failure to pay tips or gratuities, failure to provide and/or pay paid sick leave, vacation time, or other paid time off or written notice of such time off, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide adequate seating, failure to pay wages without unlawful deductions and/or reductions, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code section 17200, *et*

seq., and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 351, 432.5, 450, 510, 515, 512, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, Industrial Welfare Commission Wage Orders (including and not limited to, Wage Order Nos. 4-2001 and 5-2001), (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. For purposes of calculating Individual Class Payments, any Participating Class Member who did not work at least one Workweek (i.e., 8 hours during any week) during the Class Period shall be deemed to have worked one Workweek during the Class Period. Any Individual Class Payment shall be no less than \$25.00.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$187,500 by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Ruth’s Chris’ records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 8 of this Notice has the Administrator’s contact information.

If you make a challenge as to the number of Workweeks and/or Pay Periods, you need to support your challenge by sending copies of pay stubs or other relevant records. The Administrator will accept Ruth’s Chris’ calculation of Workweeks and/or Pay Periods based on Ruth’s Chris’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel and Ruth’s Chris’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a check(s) to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Allegedly Aggrieved Employees. The check(s) will include the Individual Class Payment and any Individual PAGA Payment the Participating Class Member is eligible to receive under the Settlement.

- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a Individual PAGA Payment check to every Allegedly Aggrieved Employee.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as RCSH Wage and Hour Cases, Riverside County Superior Court Case No. JCCP5243, and include your name, current address, telephone number, and approximate dates of employment for Ruth's Chris and sign the objection. A form for the objection has been included with this Notice, which you may use if you wish to submit an objection. Section 8 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 7 of this Notice for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] a.m./p.m. in Department 10 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website (<https://www.riverside.courts.ca.gov/>) for the most current information about attending the hearing virtually.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Ruth's Chris and Plaintiffs have promised to do under the proposed Settlement. If you wish to obtain a copy of any Settlement documents, you can consult the Superior Court website by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/369>) and entering the Case Number for the Action, Case No. JCCP5243. You may also telephone or send an email to Class Counsel or the Administrator using the contact information

listed below. You can also make an appointment to personally review court documents in the Clerk's Office at the courthouse by calling (951) 777-3147.

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

Class Counsel Contact Information:

Name of Attorney:

Email Address:

Name of Firm:

Mailing Address:

Telephone:

Settlement Administrator Contact Information:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult with the Industrial Relations Unpaid Wage Fund for instructions on how to retrieve the funds.

10. WHAT IF I CHANGE MY ADDRESS?

To receive the check that will be mailed to you pursuant to the Settlement, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
RIVERSIDE COUNTY
Case No. JCCP5243

RCSH Wage and Hour Cases
c/o Settlement Administrator Address

Opt-Out Form

To Exclude Yourself From the Settlement of Class Claims, Return This Form On Or Before [45-day response deadline].

I wish to exclude myself from the settlement of the class claims. I understand that I cannot exclude myself from the settlement of the PAGA claims. I understand that if I exclude myself from the settlement then I will not release any class claims. I understand I can review the Settlement Agreement as stated in the Notice of Settlement that I received.

Name/Address Changes (if any):

«First_Name» «Last_Name»

XXX-XX-«Last_4»

«Address_1»

«City», «State» «ZIP_Code»

I, _____, declare that all of the above is true and correct.

Signature: _____

Home Telephone: _____ () _____

Date: _____

E-Mail Address (optional): _____

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA
RIVERSIDE COUNTY
Case No. JCCP5243

RCSH Wage and Hour Cases
c/o Settlement Administrator Address

Objection Form

To Object to the Settlement, Return This Form On Or Before _____ [45-day response deadline].

I wish to object to the settlement. I understand that I will still remain a member of the Class, as described in the Settlement Agreement, if my objection is overruled. I understand I can review the Settlement Agreement on the Court's website as stated in the Notice of Settlement that I received. _____

The basis for my objection is as follows: ☐ (check if attachment included)

Name/Address Changes (if any):

«First_Name» «Last_Name»

XXX-XX-«Last_4»

«Address_1»

«City», «State» «ZIP_Code»

I, _____, declare that all of the above is true and correct.

Signature: _____

Home Telephone: _____ () _____

Date: _____

E-Mail Address (optional): _____