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Superior Court of California  
County of Los Angeles

MAR 05 2020

Sherri R. Carter, Executive Officer/Clerk  
By Marisela Fregoso, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

MYISHA WHITE, individually, and on behalf  
of other members of the general public similarly  
situated and on behalf of all other aggrieved  
employees pursuant to the California Private  
Attorneys General Act; DA'JA WILLIAMS,  
individually, and on behalf of other members of  
the general public similarly situated and on  
behalf of other aggrieved employees pursuant to  
the California Private Attorneys General Act,

Plaintiffs,

vs.

HALAL OR NOTHING GROUP 7, LLC, a  
California limited liability company; HALAL  
OR NOTHING GROUP 5, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 1, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 2, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 3, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 4, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 6, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 8, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 9, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 10, LLC, a California  
limited liability company; HALAL OR  
NOTHING GROUP 11, LLC, a California  
limited liability company; and DOES 11  
through 100, inclusive,

Defendants.

Case No.: BC722760

Honorable Elihu M. Berle  
Department SSC6

**CLASS ACTION**

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

Date: March 5, 2020  
Time: 8:30 a.m.  
Dept: SSC6

Complaint Filed: September 20, 2017  
FAC Filed: October 8, 2019  
Trial Date: None Set

**RECEIVED**  
LOS ANGELES SUPERIOR COURT

FEB 26 2020

I. LOVO

1 This matter has come before the Honorable Elihu M. Berle in Department SSC6 of the  
2 Superior Court of the State of California, for the County of Los Angeles, on March 5, 2020 at 8:30  
3 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*  
4 Justice, PC appears as counsel for Plaintiffs Myisha White and Da'ja Williams ("Plaintiffs") and ,  
5 individually and on behalf of all others similarly situated and other aggrieved employees, and  
6 Nixon Peabody LLP appears as counsel for Defendants Halal Or Nothing Group 7, LLC, Halal Or  
7 Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal  
8 Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC,  
9 Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10,  
10 LLC, and Halal Or Nothing Group 11, LLC ("Defendants").

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

14 **IT IS HEREBY ORDERED THAT:**

15 1. The Court preliminarily approves the First Amended Class Action and Private  
16 Attorneys General Act Settlement Agreement and Stipulation ("Settlement," "Agreement," or  
17 "Settlement Agreement"), attached as "Exhibit A" to the Supplemental Declaration of Edwin  
18 Aiwazian in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.  
19 This is based on the Court's determination that the Settlement falls within the range of possible  
20 approval as fair, adequate, and reasonable.

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

24 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,  
25 and reasonable. It appears to the Court that extensive investigation and research have been  
26 conducted such that counsel for the parties at this time are able to reasonably evaluate their  
27 respective positions. It further appears to the Court that the Settlement, at this time, will avoid  
28 substantial additional costs by all parties, as well as avoid the delay and risks that would be

1 presented by the further prosecution of the Action. It further appears that the Settlement has been  
2 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was  
3 entered into in good faith.

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

12 5. The Court conditionally certifies the following class ("Class" or "Class Members")  
13 for settlement purposes only:

14 All current and former hourly-paid or non-exempt employees who worked  
15 for any of the Defendants within the State of California at any time during  
16 the period from September 20, 2014 to September 28, 2019.

17 6. The Court provisionally appoints Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and  
18 Joanna Ghosh, Esq. of Lawyers *for* Justice, PC as Class Counsel.

19 7. The Court provisionally appoints Plaintiffs Myisha White and Da'ja Williams as  
20 the Class Representatives.

21 8. The Court provisionally appoints Phoenix Settlement Administrators as the  
22 Settlement Administrator.

23 9. The Court concludes that, for settlement purposes only, the Class meets the  
24 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
25 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
26 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
27 community of interest amongst the members of the Class with respect to the subject matter of the  
28 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) the  
Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class

1 action is superior to other available methods for the efficient adjudication of the controversy; and  
2 (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the  
3 representatives of the Class.

4 10. On or before March 15, 2020, Defendants will provide the Settlement  
5 Administrator with the Class List, in conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the further revised Notice of  
7 Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” A true and correct  
8 copy of the further revised Class Notice with redlines of the changes is attached hereto as  
9 “**EXHIBIT B.**” The Class Notice shall be provided to Class Members in the manner set forth in  
10 the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately  
11 inform the Class Members of all material elements of the Settlement, of the Class Members’ right  
12 to be excluded from the Settlement by submitting a Request for Exclusion, of the Class Members’  
13 right to dispute the Workweeks credited to each of them by submitting a Workweek Dispute, and  
14 of each Settlement Class Member’s right and opportunity to object to the Settlement by submitting  
15 an Objection. The Court further finds that distribution of the Class Notice substantially in the  
16 manner and form set forth in the Settlement and this Order, and that all other dates set forth in the  
17 Settlement and this Order, meet the requirements of due process and shall constitute due and  
18 sufficient notice to all persons entitled thereto. The Court further orders the Settlement  
19 Administrator to mail the Class Notice by first class U.S. mail to all Class Members by April 1,  
20 2020, pursuant to the terms set forth in the Settlement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the  
22 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may  
23 choose to be excluded from the Settlement by submitting a timely and valid written Request for  
24 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement  
25 Administrator postmarked no later than June 1, 2020 (“Response Deadline”). Any Class Member  
26 who chooses to opt out of, and be excluded from, the Settlement will not be entitled to an  
27 Individual Settlement Payment, will not be bound by the Settlement, and will not have any right to  
28 object, appeal, or comment thereon. Class Members who have not submitted a timely and valid

1 Request for Exclusion (“Settlement Class Members”) shall be bound by the Settlement Agreement  
2 and any final judgment based thereon.

3 13. A Final Approval Hearing will be held before this Court on July 1, 2020 at  
4 9:00 a.m. in Department SSC6 of the Los Angeles County Superior Court, Spring Street  
5 Courthouse located at 312 North Spring Street, Los Angeles, California 90012, to determine all  
6 necessary matters concerning the Settlement, including: whether the proposed settlement of the  
7 Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable  
8 and should be finally approved by the Court; whether a judgment, as provided in the Settlement,  
9 should be entered herein; whether the plan of allocation contained in the Settlement should be  
10 approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally  
11 approve the requests for Attorneys’ Fees and Costs, Enhancement Payments, Administration  
12 Costs, and allocation of the LWDA Payment.

13 14. Class Counsel shall file a motion for final approval of the Settlement and for  
14 Attorneys’ Fees and Costs, Enhancement Payments, and Administration Costs, along with the  
15 appropriate declarations and supporting evidence by May 1, 2020, to be heard at the Final  
16 Approval Hearing. The deadline for Plaintiffs to submit the settlement administrator’s declaration  
17 regarding the settlement administration process and any responses to objections is June 17, 2020.

18 15. To object to the Settlement, a Settlement Class Member must submit an Objection  
19 to the Settlement Administrator postmarked no later than the Response Deadline. The Objection  
20 must be signed and must contain the information that is required, as set forth in the Class Notice,  
21 including and not limited to the grounds for the objection.

22 16. The Settlement is not a concession or admission and shall not be used against  
23 Defendants as an admission or indication with respect to any claim of any fault or omission by  
24 Defendants. Whether or not the Settlement is finally approved, and except as necessary to enforce  
25 the terms of this Agreement, neither the Settlement, nor any document, statement, proceeding or  
26 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be  
27 construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any  
28 purpose adverse to the Defendants, including, but not limited to, evidence of a presumption,

1 concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission,  
2 concession, or damage.

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

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

12 **IT IS SO ORDERED.**

13 MAR 05 2020

ELIHU M. BERLE

14 Dated: \_\_\_\_\_

By: \_\_\_\_\_

The Honorable Elihu M. Berle  
Judge of the Superior Court

# **EXHIBIT A**



## NOTICE OF CLASS ACTION SETTLEMENT

*Myisha White et al. v. Halal or Nothing Group 7, LLC*  
Superior Court of California for the County of Los Angeles, Case No. BC722760

You have received this Notice because Defendants' records indicate that you are a current or former hourly-paid or non-exempt employee who worked for one or more of the Defendants in California at any time from September 20, 2014 to September 28, 2019.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from or object to the Settlement, if you so choose.

**PLEASE READ THIS NOTICE CAREFULLY.** This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), in the case of *Myisha White et al. v. Halal or Nothing Group 7, LLC*, Los Angeles County Superior Court Case No. BC722760 (the "*White Class Action*") preliminary approval of a proposed class action settlement was granted on March 5, 2020. A hearing shall be held on July 1, 2020 at 9:00 a.m. ("Final Approval Hearing") to determine whether final approval of the Settlement should be granted.

**YOU ARE NOTIFIED THAT:** A proposed class action settlement has been reached between Plaintiffs Myisha White and Da'ja Williams ("Named Plaintiffs") and Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC ("Defendants") (Named Plaintiffs and Defendants are collectively referred to as the "Parties") in the *White Class Action*, which may affect your legal rights. By resolving this case, there has been no admission of liability, fault or wrongdoing whatsoever. Instead, the parties wished to resolve this matter to avoid further litigation and the costs and risks to all Parties associated with proceeding with the case.

### **I. DEFINITIONS**

"**Class**" means all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from September 20, 2014 to September 28, 2019.

"**Class Period**" means the period from September 20, 2014 to September 28, 2019.

"**Class Member**" means an individual who falls within the definition of the Class.

### **II. BACKGROUND OF THE LAWSUITS**

The *White Class Action* was commenced when Named Plaintiff Myisha White filed a Class Action Complaint for Damages against Defendant Halal or Nothing Group 7, LLC on September 20, 2018, in the Los Angeles County Superior Court. On October 29, 2018, Named Plaintiff Da'ja Williams filed the Complaint for Enforcement Under the Private Attorneys General Act against Defendant Halal or Nothing Group 5, LLC in the Los Angeles County Superior Court, thereby commencing the representative action entitled *Da'ja Williams v. Halal or Nothing Group 5, LLC*, Case No. 18STCV02755 (the "*Williams Action*"). On November 21, 2018, Named Plaintiff Myisha White filed the Complaint for Enforcement Under the Private Attorneys General Act against Defendant Halal or Nothing Group 7, LLC in the Los Angeles County Superior Court, thereby commencing the representative action entitled *Myisha White v. Halal of Nothing Group 7, LLC*, Case No. 18STCV05890 (the "*White PAGA Action*"). Together, the *White Class Action*, the *Williams Action*, and the *White PAGA Action* are referred to as the "Lawsuits." On October 8, 2019, Named Plaintiffs filed a First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Consolidated Amended Complaint") in the *White Class Action*, consolidating the named plaintiffs and their causes of action and allegations, and adding additional defendants.



Named Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, et seq. and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”), with respect to Named Plaintiffs and other putative class members. Named Plaintiffs seek, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys’ fees, and costs.

Defendants have denied and continue to deny all of the allegations in the Lawsuits or that they violated any law, and contend that at all times they have complied with the law.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the First Amended Class Action and California Private Attorneys General Act Settlement Agreement and Stipulation (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on March 5, 2020. The Court has preliminarily appointed Named Plaintiffs as representatives of the Class (“Class Representatives”), and has preliminarily appointed the following Named Plaintiffs’ counsel as counsel for the Class (“Class Counsel”):

**Lawyers for Justice, PC**  
Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, **you do not need to take any action to receive a settlement payment**, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by the Defendants that the claims in the Lawsuits have merit or that the Defendants have any liability to the Named Plaintiffs or to the Class Members.** Named Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Named Plaintiffs and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Breakdown of the Settlement**

The maximum settlement consideration to be paid by Defendants is Two Million, One Hundred Thousand Dollars (\$2,100,000) (the “Gross Settlement Amount”). The amount of \$125,000 of the Gross Settlement Amount has been toward penalties under PAGA (“PAGA Payment”), of which \$93,750 will be made to the Labor and Workforce Development Agency (“LWDA Payment”) and \$31,250 will remain as part of the Net Settlement Amount for distribution to Settlement Class Members.

The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Requests for Exclusion (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) payment of attorneys’ fees to Class Counsel in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., not to exceed \$735,000) (“Attorneys’ Fees”) and reimbursement of actual litigation costs and expenses to Class Counsel in an amount not to exceed \$35,000 (“Attorneys’ Costs”); (2) payment in the amount of \$7,500 each to Named Plaintiffs (i.e., \$15,000 total) for their services in the Lawsuits (“Enhancement Payments”); (3) payment to the Labor and Workforce Development Agency in the amount of \$93,750 for the LWDA Payment; and (4) payment to Phoenix Settlement Administrators (the “Settlement Administrator”) for costs and expenses of administration of the Settlement in an amount that is currently estimated not to exceed \$15,000 (“Administration Costs”).

Class Members are eligible to receive a share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks, or fraction thereof, they worked for any of the Defendants in California in an hourly-paid or non-exempt position during the Class Period (“Workweeks”). The Settlement Administrator will determine each Class Member’s individual Workweeks by determining the Class Member’s total number of days of employment in an hourly-paid or non-exempt position during the Class Period, excluding days that the Class Member was on a leave of absence, dividing the total number of days by seven, and rounding up to the nearest whole number. Class Member will be credited with only one (1) Workweeks per week that they worked or any of Defendants (in other words, weeks will be credited with one (1) Workweeks even if they worked for more than one of the Defendants in a given week).

To determine your estimated Individual Settlement Share, the Settlement Administrator divided the Net Settlement Amount by the total number of Workweeks for all Class Members to yield the “Workweek Value,” and then multiplied your individual Workweeks by the Workweek Value.

Each Individual Settlement Share will be allocated twenty percent (20%) to wages (to be reported on an IRS Form W2) and eighty percent (80%) as interest and penalties (to be reported on an IRS Form 1099, if required). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee-side taxes with respect to the wages portion of the Individual Settlement Shares (“Employee Taxes”). The net payment of Individual Settlement Shares after reduction for Employee and Employer Taxes is referred to as the “Individual Settlement Payment.” Employer-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of Settlement, following the Effective Date (as defined in the Settlement), Defendants will fund the Settlement by way of installments and Individual Settlement Share payments will be distributed to Settlement Class Members approximately two (2) years from now. It is your responsibility to keep your mailing address updated with the Settlement Administrator, you can update your mailing address by emailing, mailing, or calling the Settlement Administrator.

The Settlement Administrator will proportionally withhold and remit the Employee Taxes from each Individual Settlement Share. If a Settlement Class Member fails to cash or deposit his or her payment check within 180 days of issuance, then, that check will be cancelled and the funds associated with that cancelled check will be paid to Legal Aid at Work in accordance with California Code of Civil Procedure section 384.

Individual Settlement Payment checks will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

#### **B. Your Workweeks Based on Defendants’ Records**

The Workweeks of each Class Member were calculated based on Defendants’ records. According to Defendants’ records:

**Between September 20, 2014 through September 28, 2019, you worked for one or more of the Defendants in California as an hourly-paid or non-exempt employee for [ ] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must timely submit a fully completed and signed written dispute (“Workweek Dispute”) to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator **on or before June 1, 2020**, at the address listed in Section IV.B below. The Workweeks Dispute must: (1) be signed by you; (2) contain the case name and number of the *White Class Action (Myisha White et al. v. Halal or Nothing Group 7, LLC; Case No. BC722760)*; (3) contain your full name, telephone number, and mailing address; (4) clearly state that the number of Workweeks attributed to you in the Class Notice is incorrect and clearly state the number of Workweeks that you contend is correct; and (5) provide facts and/or documents supporting the number of Workweeks the you contend is correct.

**C. Your Estimated Individual Settlement Share**

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you above, based on Defendants' records. Based on your Workweeks:

**Your Individual Settlement Share is estimated to be \$ \_\_\_\_\_. It is subject to reduction for all applicable employee-side taxes with respect to the wages portion of the Individual Settlement Share, and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take six months or more. Your Individual Settlement Share reflected on this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower than estimated. Individual Settlement Payments will be distributed in approximately 2 years. It is your responsibility to keep your mailing address updated with the Settlement Administrator, you can update your mailing address by emailing, mailing, or calling the Settlement Administrator.

**D. Released Claims**

If the Court grants final approval of the Settlement and enters judgment, upon the Effective Date, Named Plaintiffs and all Class Members who have not submitted a timely and valid Request for Exclusion (i.e. Settlement Class Members) will fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties of and from any and all Released Claims. **As of the Response Deadline, (June 1, 2020) and until the deadline for Defendants to fully fund the Settlement in accordance with the terms of the Settlement, all Settlement Class Members will be enjoined from pursuing the Released Claims against the Released Parties, including with the Labor Commissioner.**

"Released Parties" means Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC, and their parents, franchisors, members, subsidiaries, successors, affiliates, and assignees, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, owners, officers, agents, insurers, attorneys, servants, and employees, successors, and assigns, past and present, and each of them.

"Released Claims" means any and all claims or causes of action for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, penalties, injunctive or declaratory relief, chargebacks, liquidated damages, or similar relief, which Named Plaintiffs or any Settlement Class Members have had or now have against the Released Parties, or any of them, for any acts occurring during the Class Period, that are alleged in the Complaint, alleged in the PAGA Notices, and/or could have been alleged based on the factual allegations set forth in the Complaint, whether under state law or common law, including without limitation violations of the California Labor Code, the California Wage Orders, applicable regulations, the California Business and Professions Code section 17200, et seq., and the California Private Attorneys General Act of 2004, including, without limitation, any claims for the following: failure to properly pay overtime wages, failure to properly pay minimum wages, failure to pay reporting time pay, failure to compensate for "off the clock" work, failure to provide compliant meal periods and/or associated premium pay, failure to provide compliant rest periods and/or associated premium pay, unlawful reduction of wages, deductions for meal periods, deductions for work boots and/or other uniforms, supplies, or equipment, failure to provide a day of rest, failure to reimburse business expenses, failure to maintain compliant payroll records, failure to provide compliant wage statements, and failure to reimburse business expenses.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek Attorneys' Fees in an amount of up to \$735,000 and Attorneys' Costs in an amount of up to \$35,000, subject to approval by the Court. All Attorneys' Fees and Attorneys' Costs (together, "Attorneys' Fees and Costs") awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Named Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.



**F. Enhancement Payments to Named Plaintiffs**

In consideration for their services and responsibilities in the Lawsuits, Named Plaintiffs Myisha White and Da'ja Williams will each seek an Enhancement Payment in the amount of \$7,500 (for a total of \$15,000), to be paid from the Gross Settlement Amount subject to approval by the Court. If awarded, the Enhancement Payments will be paid to Named Plaintiffs in addition to the Individual Settlement Payments that they are entitled to under the Settlement.

**G. Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator, Phoenix Settlement Administrators, is estimated to be \$15,000 for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion and Workweeks Disputes, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to receive money from the Settlement, you do not have to do anything.** You will automatically receive your Individual Settlement Payment as indicated above in this Notice, unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D. As a member of the Class, you will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement described in this Notice, and do not wish to receive payment under this Settlement, you may seek exclusion from the Settlement by submitting a written request to opt out of the Settlement ("Request for Exclusion") to the Settlement Administrator by first class U.S. mail, that is postmarked **on or before June 1, 2020**, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (1) be signed by you; (2) contain the case name and number of the *White* Class Action (*Myisha White et al. v. Halal or Nothing Group 7, LLC*; Case No. BC722760); (3) contain your full name, last four digits of your Social Security Number, telephone number, and mailing address; and (4) clearly state that you want to opt out of the Settlement.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the release of claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

**C. Object to the Settlement**

You can object to the terms of the Settlement by mailing a written objection to the Settlement Administrator ("Objection") that is timely and complete, and you may do so as long as you have not submitted a Request for Exclusion. However, if the Court rejects your Objection, you will still be bound by the terms of the Settlement.

The Objection must be mailed to the Settlement Administrator, postmarked **on or before June 1, 2020**, at the address listed in Section IV.B above.

The Objection must: (1) be signed by you; (2) contain the case name and number of the *White* Class Action (*Myisha White et al. v. Halal or Nothing Group 7, LLC*; Case No. BC722760); (3) contain your full name, telephone number, and mailing

address; (4) clearly state the factual and legal basis for objecting to the Settlement; (5) indicate whether you are represented by counsel and identify said counsel; and (6) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing.

You may still appear at the Final Approval Hearing to assert objections to the settlement even if you have not submitted a proper written Objection as set forth above.

If you choose to object to the Settlement, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your objection considered by the Court.

## **V. FINAL APPROVAL HEARING**

The Court will hold a hearing in Department SSC-6 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on July 1, 2020, at 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for payment of Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Named Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing.

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Lawsuits by using the kiosks located at the Los Angeles County Superior Court, Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, during regular business hours of each court day. You can also access documents filed in the Lawsuits, to the extent they have been imaged for online access, at the Case Document Images section of the Court's website (<https://www.lacourt.org/paonlineservices/pacommerce/login.aspx?appId=IMG&casetype=CIV>). You can also obtain basic information regarding hearing dates and filings in the Lawsuits by looking each case up on the Case Access section of the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To lookup and access documents and information on the Court's systems, you will need to use the case numbers for each of the Lawsuits.

**PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANTS FOR INFORMATION REGARDING THIS SETTLEMENT.**

**YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [INSERT].**

**YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.**

# **EXHIBIT B**



**NOTICE OF CLASS ACTION SETTLEMENT**

***Myisha White et al. v. Halal or Nothing Group 7, LLC***  
**Superior Court of California for the County of Los Angeles, Case No. BC722760**

You have received this Notice because Defendants' records indicate that you are a current or former hourly-paid or non-exempt employee who worked for one or more of the Defendants in California at any time from September 20, 2014 to September 28, 2019.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from or object to the Settlement, if you so choose.

**PLEASE READ THIS NOTICE CAREFULLY.** This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), in the case of *Myisha White et al. v. Halal or Nothing Group 7, LLC*, Los Angeles County Superior Court Case No. BC722760 (the "*White Class Action*") preliminary approval of a proposed class action settlement was granted on March 5, 2020 [preliminary approval date]. A hearing shall be held on [hearing date] July 1, 2020 at 9:00 a.m. ("Final Approval Hearing") to determine whether final approval of the Settlement should be granted.

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**YOU ARE NOTIFIED THAT:** A proposed class action settlement has been reached between Plaintiffs Myisha White and Da'ja Williams ("Named Plaintiffs") and Defendants Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC ("Defendants") (Named Plaintiffs and Defendants are collectively referred to as the "Parties") in the *White Class Action*, which may affect your legal rights. By resolving this case, there has been no admission of liability, fault or wrongdoing whatsoever. Instead, the parties wished to resolve this matter to avoid further litigation and the costs and risks to all Parties associated with proceeding with the case.

**I. DEFINITIONS**

"Class" means all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from September 20, 2014 to September 28, 2019.

"Class Period" means the period from September 20, 2014 to September 28, 2019.

"Class Member" means an individual who falls within the definition of the Class.

**II. BACKGROUND OF THE LAWSUITS**

The *White Class Action* was commenced when Named Plaintiff Myisha White filed a Class Action Complaint for Damages against Defendant Halal or Nothing Group 7, LLC on September 20, 2018, in the Los Angeles County Superior Court. On October 29, 2018, Named Plaintiff Da'ja Williams filed the Complaint for Enforcement Under the Private Attorneys General Act against Defendant Halal or Nothing Group 5, LLC in the Los Angeles County Superior Court, thereby commencing the representative action entitled *Da'ja Williams v. Halal or Nothing Group 5, LLC*, Case No. 18STCV02755 (the "*Williams Action*"). On November 21, 2018, Named Plaintiff Myisha White filed the Complaint for Enforcement Under the Private Attorneys General Act against Defendant Halal or Nothing Group 7, LLC in the Los Angeles County Superior Court, thereby commencing the representative action entitled *Myisha White v. Halal or Nothing Group 7, LLC*, Case No. 18STCV05890 (the "*White PAGA Action*"). Together, the *White Class Action*, the *Williams Action*, and the *White PAGA Action* are referred to as the "Lawsuits." On \_\_\_\_\_, October 8, 2019, Named Plaintiffs filed a First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Consolidated Amended Complaint") in the *White Class Action*, consolidating the named plaintiffs and their causes of action and allegations, and adding additional defendants.

Questions? Please call: [settlement administrator's 800-number] or email [\_\_\_\_\_].

Named Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, et seq. and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, et seq. ("PAGA"), with respect to Named Plaintiffs and other putative class members. Named Plaintiffs seek, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendants have denied and continue to deny all of the allegations in the Lawsuits or that they violated any law, and contend that at all times they have complied with the law.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the First Amended Class Action and California Private Attorneys General Act Settlement Agreement and Stipulation ("Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on ~~preliminary approval date~~ March 5, 2020. The Court has preliminarily appointed Named Plaintiffs as representatives of the Class ("Class Representatives"), and has preliminarily appointed the following Named Plaintiffs' counsel as counsel for the Class ("Class Counsel"):

**Lawyers for Justice, PC**  
Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, **you do not need to take any action to receive a settlement payment**, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by the Defendants that the claims in the Lawsuits have merit or that the Defendants have any liability to the Named Plaintiffs or to the Class Members.** Named Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Named Plaintiffs and Class Counsel have concluded that the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Breakdown of the Settlement**

The maximum settlement consideration to be paid by Defendants is Two Million, One Hundred Thousand Dollars (\$2,100,000) (the "Gross Settlement Amount"). The amount of \$125,000 of the Gross Settlement Amount has been toward penalties under PAGA ("PAGA Payment"), of which \$93,750 will be made to the Labor and Workforce Development Agency ("LWDA Payment") and \$31,250 will remain as part of the Net Settlement Amount for distribution to Settlement Class Members.

The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Requests for Exclusion ("Settlement Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) payment of attorneys' fees to Class Counsel in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., not to exceed \$735,000) ("Attorneys' Fees") and reimbursement of actual litigation costs and expenses to Class Counsel in an amount not to exceed \$35,000 ("Attorneys' Costs"); (2) payment in the amount of \$7,500 each to Named Plaintiffs (i.e., \$15,000 total) for their services in the Lawsuits ("Enhancement Payments"); (3) payment to the Labor and Workforce Development Agency in the amount of \$93,750 for the LWDA Payment; and (4) payment to Phoenix Settlement Administrators (the "Settlement Administrator") for costs and expenses of administration of the Settlement in an amount that is currently estimated not to exceed \$15,000 ("Administration Costs").

Class Members are eligible to receive a share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks, or fraction thereof, they worked for any of the Defendants in California in an hourly-paid or non-exempt position during the Class Period ("Workweeks"). The Settlement Administrator will determine each Class Member's individual Workweeks by determining the Class Member's total number of days of employment in an hourly-paid or non-exempt position during the Class Period, excluding days that the Class Member was on a leave of absence, dividing the total number of days by seven, and rounding up to the nearest whole number. Class Member will be credited with only one (1) Workweeks per week that they worked or any of Defendants (in other words, weeks will be credited with one (1) Workweeks even if they worked for more than one of the Defendants in a given week).

To determine your estimated Individual Settlement Share, the Settlement Administrator divided the Net Settlement Amount by the total number of Workweeks for all Class Members to yield the "Workweek Value," and then multiplied your individual Workweeks by the Workweek Value.

Each Individual Settlement Share will be allocated twenty percent (20%) to wages (to be reported on an IRS Form W2) and eighty percent (80%) as interest and penalties (to be reported on an IRS Form 1099, if required). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee-side taxes with respect to the wages portion of the Individual Settlement Shares ("Employee Taxes"). The net payment of Individual Settlement Shares after reduction for Employee and Employer Taxes is referred to as the "Individual Settlement Payment." Employer-side payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of Settlement, following the Effective Date (as defined in the Settlement), Defendants will fund the Settlement by way of installments and Individual Settlement Share payments will be distributed to Settlement Class Members approximately two (2) years from now. It is your responsibility to keep your mailing address updated with the Settlement Administrator, you can update your mailing address by emailing, mailing, or calling the Settlement Administrator.

The Settlement Administrator will proportionally withhold and remit the Employee Taxes from each Individual Settlement Share. If a Settlement Class Member fails to cash or deposit his or her payment check within 180 days of issuance, then that check will be cancelled and the funds associated with that cancelled check will be paid to Legal Aid at Work in accordance with California Code of Civil Procedure section 384.

Individual Settlement Payment checks will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

**B. Your Workweeks Based on Defendants' Records**

The Workweeks of each Class Member were calculated based on Defendants' records. According to Defendants' records:

**Between September 20, 2014 through September 28, 2019, you worked for one or more of the Defendants in California as an hourly-paid or non-exempt employee for [ ] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must timely submit a fully completed and signed written dispute ("Workweek Dispute") to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator **on or before ~~{Response Deadline}~~ June 1, 2020**, at the address listed in Section IV.B below. The Workweeks Dispute must: (1) be signed by you; (2) contain the case name and number of the *White* Class Action (*Myisha White et al. v. Halal or Nothing Group 7, LLC*; Case No. BC722760); (3) contain your full name, telephone number, and mailing address; (4) clearly state that the number of Workweeks attributed to you in the Class Notice is incorrect and clearly state the number of Workweeks that you contend is correct; and (5) provide facts and/or documents supporting the number of Workweeks the you contend is correct.

**C. Your Estimated Individual Settlement Share**

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you above, based on Defendants' records. Based on your Workweeks:

**Your Individual Settlement Share is estimated to be \$ [REDACTED]. It is subject to reduction for all applicable employee-side taxes with respect to the wages portion of the Individual Settlement Share, and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take six months or more. Your Individual Settlement Share reflected on this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower than estimated. Individual Settlement Payments will be distributed in approximately 2 years. It is your responsibility to keep your mailing address updated with the Settlement Administrator. you can update your mailing address by emailing, mailing, or calling the Settlement Administrator.

**D. Released Claims**

If the Court grants final approval of the Settlement and enters judgment, upon the Effective Date, Named Plaintiffs and all Class Members who have not submitted a timely and valid Request for Exclusion (i.e. Settlement Class Members) will fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties of and from any and all Released Claims. **As of the Response Deadline, (~~RESPONSE DEADLINE~~ June 1, 2020) and until the deadline for Defendants to fully fund the Settlement in accordance with the terms of the Settlement, all Settlement Class Members will be enjoined from pursuing the Released Claims against the Released Parties, including with the Labor Commissioner.**

"Released Parties" means Halal Or Nothing Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC, Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC, and their parents, franchisors, members, subsidiaries, successors, affiliates, and assignees, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, owners, officers, agents, insurers, attorneys, servants, and employees, successors, and assigns, past and present, and each of them.

"Released Claims" means any and all claims or causes of action for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, penalties, injunctive or declaratory relief, chargebacks, liquidated damages, or similar relief, which Named Plaintiffs or any Settlement Class Members have had or now have against the Released Parties, or any of them, for any acts occurring during the Class Period, that are alleged in the Complaint, alleged in the PAGA Notices, and/or could have been alleged based on the factual allegations set forth in the Complaint, whether under state law or common law, including without limitation violations of the California Labor Code, the California Wage Orders, applicable regulations, the California Business and Professions Code section 17200, et seq., and the California Private Attorneys General Act of 2004, including, without limitation, any claims for the following: failure to properly pay overtime wages, failure to properly pay minimum wages, failure to pay reporting time pay, failure to compensate for "off the clock" work, failure to provide compliant meal periods and/or associated premium pay, failure to provide compliant rest periods and/or associated premium pay, unlawful reduction of wages, deductions for meal periods, deductions for work boots and/or other uniforms, supplies, or equipment, failure to provide a day of rest, failure to reimburse business expenses, failure to maintain compliant payroll records, failure to provide compliant wage statements, and failure to reimburse business expenses.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek Attorneys' Fees in an amount of up to \$735,000 and Attorneys' Costs in an amount of up to \$35,000, subject to approval by the Court. All Attorneys' Fees and Attorneys' Costs (together, "Attorneys' Fees and Costs") awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Named Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payments to Named Plaintiffs**

In consideration for their services and responsibilities in the Lawsuits, Named Plaintiffs Myisha White and Da'ja Williams will each seek an Enhancement Payment in the amount of \$7,500 (for a total of \$15,000), to be paid from the Gross Settlement Amount subject to approval by the Court. If awarded, the Enhancement Payments will be paid to Named Plaintiffs in addition to the Individual Settlement Payments that they are entitled to under the Settlement.

**G. Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator, Phoenix Settlement Administrators, is estimated to be \$15,000 for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion and Workweeks Disputes, calculating Individual Settlement Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

If you want to receive money from the Settlement, you do not have to do anything. You will automatically receive your Individual Settlement Payment as indicated above in this Notice, unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D. As a member of the Class, you will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement described in this Notice, and do not wish to receive payment under this Settlement, you may seek exclusion from the Settlement by submitting a written request to opt out of the Settlement ("Request for Exclusion") to the Settlement Administrator by first class U.S. mail, that is postmarked on or before ~~{Response Deadline}~~ **June 1, 2020**, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (1) be signed by you; (2) contain the case name and number of the *White* Class Action (*Myisha White et al. v. Halal or Nothing Group 7, LLC*; Case No. BC722760); (3) contain your full name, last four digits of your Social Security Number, telephone number, and mailing address; and (4) clearly state that you want to opt out of the Settlement.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the release of claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

**C. Object to the Settlement**

You can object to the terms of the Settlement by mailing a written objection to the Settlement Administrator ("Objection") that is timely and complete, and you may do so as long as you have not submitted a Request for Exclusion. However, if the Court rejects your Objection, you will still be bound by the terms of the Settlement.

The Objection must be mailed to the Settlement Administrator, postmarked on or before ~~{Response Deadline}~~ **June 1, 2020**, at the address listed in Section IV.B above.

The Objection must: (1) be signed by you; (2) contain the case name and number of the *White* Class Action (*Myisha White et al. v. Halal or Nothing Group 7, LLC*; Case No. BC722760); (3) contain your full name, telephone number, and mailing

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Questions? Please call: [settlement administrator's 800-number] or email [\_\_\_\_\_].

address; (4) clearly state the factual and legal basis for objecting to the Settlement; (5) indicate whether you are represented by counsel and identify said counsel; and (6) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing.

You may still appear at the Final Approval Hearing to assert objections to the settlement even if you have not submitted a proper written Objection as set forth above.

If you choose to object to the Settlement, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your objection considered by the Court.

**V. FINAL APPROVAL HEARING**

The Court will hold a hearing in Department SSC-6 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on ~~date~~ July 1, 2020, at ~~time~~ 9:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for payment of Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Named Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing.

**VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Lawsuits by using the kiosks located at the Los Angeles County Superior Court, Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, during regular business hours of each court day. You can also access documents filed in the Lawsuits, to the extent they have been imaged for online access, at the Case Document Images section of the Court's website (<https://www.lacourt.org/paonline/services/pacommerce/login.aspx?appId=IMG&casetype=CIV>). You can also obtain basic information regarding hearing dates and filings in the Lawsuits by looking each case up on the Case Access section of the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To lookup and access documents and information on the Court's systems, you will need to use the case numbers for each of the Lawsuits.

**PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANTS FOR INFORMATION REGARDING THIS SETTLEMENT.**

**YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [INSERT].**

**YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.**



**PROOF OF SERVICE**

*STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On February 25, 2020, I served the foregoing document(s) described as **[FURTHER REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on interested parties in this action by Electronic Service as follows:

Benjamin J. Kim  
Andrea Chavez  
**NIXON PEABODY LLP**  
One California Plaza  
300 South Grand Avenue, Suite 4100  
Los Angeles, CA 90071

*Attorneys for Defendant*

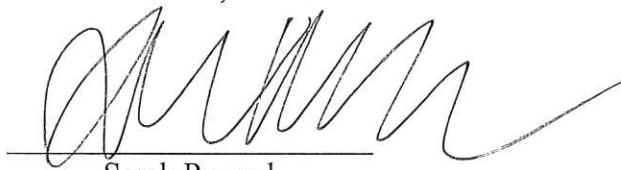
**[X] BY ELECTRONIC SERVICE**

Pursuant to the Court’s Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 25, 2020 at Glendale, California.



Sarah Poswal

**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

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