

FILED

San Francisco County Superior Court

AUG 17 2020

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

AURELIA RAMIREZ, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

ACRE GOURMET, INC., a California
corporation; and DOES 1-100, inclusive,

Defendants.

Case No. CGC-19-575117

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Plaintiff Aurelia Ramirez (“Plaintiff”) and Defendant Acre Gourmet, Inc. (“Defendant”) have entered into the proposed Amended Joint Stipulation Re: Class Action and Representative Action Settlement (filed July 15, 2020) (“Settlement Agreement”), which, if approved, would resolve the putative class action and PAGA action. Plaintiff has filed a motion for preliminary approval of class action settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the parties as requested by the Court, including the Settlement Agreement and all exhibits thereto, the Court orders as follows:

1. The Court has jurisdiction over this matter and venue is proper.
2. This Action is provisionally certified as a class action, for settlement purposes only,

1 pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The
2 Settlement Class is defined as follows:

3 “Any and all persons who, from April 8, 2015 through November 22, 2019 (the ‘Class Period’),
4 have previously been or currently are employed in California by Defendant as non-exempt, hourly-paid
5 employees, except for: (1) those persons currently or formerly employed by Defendant at its ‘Bay School’
6 location (except for workweeks during which they worked at least one shift at one of the four locations
7 that are included in the Class); (2) those persons currently or formerly employed by Defendant as ‘Head
8 Chefs’; and (3) clerical employees currently or formerly employed by Defendant at its office.”

9 3. The Court conditionally approves the proposed settlement as within the range of
10 possible final approval.

11 4. The Court conditionally appoints David D. Bibiyan of Bibiyan Law Group, P.C.
12 and Jasmin K. Gill of J. Gill Law Group, P.C. as Class Counsel.

13 5. The Court preliminarily appoints named plaintiff Aurelia Ramirez as Class
14 Representative for the Settlement Class.

15 6. The Court preliminarily finds, for purposes of this Settlement only, that the Class
16 Representative and Class Counsel fairly and adequately represent and protect the interests of the
17 absent Settlement Class Members.

18 7. The Court approves and appoints Phoenix Settlement Administrators (“Phoenix”)
19 to serve as the Settlement Administrator and directs Phoenix to carry out all duties and
20 responsibilities of the Settlement Administrator specified in the Settlement Agreement.

21 8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner
22 of class notice set forth in the Settlement Agreement. The Court approves the form and content of
23 the notice form substantially in the form proposed by counsel as follows: the Notice of Class
24 Action Settlement (“Notice”), attached as Exhibit 1. The Court finds that the Notice constitutes
25 the best notice practicable under the circumstances and is valid, due and sufficient notice to the
26 Settlement Class of the pendency of the action, preliminary certification of the Settlement Class,
27 the terms of the Settlement, procedures for objecting to the settlement, and time and place of the
28 Final Approval Hearing. The proposed manner of class notice satisfies the requirements of due

1 process, and complies with applicable law, including California Code of Civil Procedure Section
2 382 and California Rule of Court 3.769. Class Counsel shall proofread the Notice for typos and
3 fill in all blanks, including all highlighted dates, addresses and websites prior to the mailing of the
4 Notice.

5 9. No later than **September 1, 2020 (15 calendar days after entry of this order)**,
6 Defendant's Counsel shall provide the Settlement Administrator with information with respect to
7 each Settlement Class Member, including his or her: (1) name, last known address(es), and last
8 known telephone number(s) currently in Defendant's possession, custody, or control; (2) Social
9 Security Number; and (3) number of Workweeks ("Class List").

10 10. The Settlement Administrator shall perform an address search using the United
11 States Postal Service National Change of Address ("NCOA") database and update the addresses
12 contained on the Class List with the newly-found addresses, if any. No later than **September 8,**
13 **2020 (seven (7) calendar days after receiving the Class List from Defendant)**, the Settlement
14 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members
15 via first-class regular U.S. Mail using the most current mailing address information available. The
16 Settlement Administrator shall maintain a list with names and all addresses to which notice was
17 given, and digital copies of all the Settlement Administrator's records evidencing the giving of
18 notice to any Settlement Class Member, for at least four (4) years from the Final Approval Date.

19 11. If a Class Notice from the initial notice mailing is returned as undeliverable, the
20 Settlement Administrator will attempt to obtain a current address for the Settlement Class Member
21 to whom the returned Class Notice has been mailed, within **five (5) calendar days** of receipt of
22 the returned Class Notice, by: contacting the Settlement Class Member by phone (if the Class List
23 provided by Defendant includes a last known telephone number for the Settlement Class
24 Member), and (2) undertaking skip tracing. If the Settlement Administrator is successful in
25 obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class
26 Member. Further, any Class Notices that are returned to the Settlement Administrator with a
27 forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding
28

1 address affixed thereto. Class Members who are re-mailed a Class Notice shall have an additional
2 fifteen (15) calendar days to submit a Request for Exclusion or Objection.

3 12. The deadline by which settlement class members may dispute the number of
4 workweeks, opt out or object shall be **forty-five (45) days** from the date of mailing of the Class
5 Notice and Response Form.

6 13. Any Class Member who desires to be excluded from the settlement must timely
7 mail, e-mail, or fax his or her written request for exclusion in accordance with the Class Notice.
8 All such persons who properly and timely exclude themselves from the settlement shall not be
9 class participants and shall have no rights with respect to the settlement, and no interest in the
10 settlement proceeds.

11 14. Any Class Member who wishes to object to the settlement should serve a written
12 objection on the Claims Administrator, who will email a copy of the objection to Class Counsel
13 and counsel for Defendant. The objection should set forth, in a clear and concise manner, the
14 factual and legal basis for the objection. Any Class Member who fails to make his or her objection
15 in the manner provided for in this Order may still appear in person at the final approval hearing to
16 voice his or her objection with or without being represented by counsel.

17 15. Should the Settlement Administrator determine an intent by any Class Member to
18 object to or opt out of the Settlement Agreement in the specific and technical manner required in
19 the Settlement Agreement and Notice, the Settlement Administrator shall have **five (5) days** to
20 reach out to the Class Member regarding the deficiency and the Class Member shall have an
21 additional ten (10) days from the time of contact by the Settlement Administrator to cure the
22 deficiency.

23 16. No later than **seven (7) calendar days** from the Response Deadline, the Settlement
24 Administrator shall provide counsel for the Parties with a declaration attesting to completion of
25 the notice process, including the number of attempts to obtain a valid mailing address for and re-
26 sending of any returned lass Notices, as well as the number of opt-outs and objections received by
27 the Settlement Administrator.

1 17. **Within ten (10) days** after the Final Approval Order and Judgment is entered,
2 Defendant shall make payment to the Settlement Administrator pursuant to Internal Revenue Code
3 section 1.468B-1 for deposit in an interest bearing qualified settlement account (“QSF”) with an
4 FDIC insured banking institution, for distribution in accordance with the Settlement Agreement
5 and the Court’s orders and subject to the conditions described in the Settlement Agreement.

6 18. Individual Settlement Payments for Class Members shall be paid exclusively from
7 the QSF, pursuant to the settlement formula set forth in the Settlement Agreement, and shall be
8 mailed within **seven (7) calendar days** after Defendant delivers the Gross Settlement Amount as
9 required by the Settlement Agreement, as well as any additional Employer Taxes necessary to
10 effectuate the settlement, to the Settlement Administrator. In addition to forwarding the Employer
11 Taxes as necessary from the QSF to the proper governmental authorities, the Settlement
12 Administrator shall pay from the QSF: (1) the Service Award to the Named Plaintiff, as specified
13 in the Settlement Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award
14 to be paid to Class Counsel, as specified in the Settlement Agreement and approved by the Court;
15 (3) the Settlement Administrator Costs; and (4) the amount allocated to PAGA penalties to be paid
16 to the LWDA. The balance remaining shall constitute the Net Settlement Amount from which
17 Individual Settlement Payments shall be made to Participating Class Members, less applicable
18 taxes and withholdings. All interest accrued shall be for the benefit of the class members and
19 distributed on a *pro-rata* basis.

20 19. Class Members will have one hundred eighty (180) calendar days from the date of
21 issuance of the check to cash their check. Thereafter, checks for such payments shall be canceled
22 and funds associated with such checks plus any accrued interest that has not otherwise been
23 distributed (“Unused Funds”) shall be paid to the California State Controller, with the identity of
24 participating Class Member(s) to whom the funds belong, to be held for the participating Class
25 Member(s) per the California Unclaimed Property Law, in the interest of justice. The money paid
26 to the State Controller will remain the participating Class Member(s) property. There will be no
27 unpaid residue or unclaimed or abandoned class member funds and the California Code of Civil
28 Procedure section 384 will not apply.

1 20. All papers filed in support of final approval, including supporting documents for
2 attorneys' fees and costs, shall be filed by **November 13, 2020**. A final approval hearing shall be
3 held on **December 10, 2020 at 10:30 a.m.** in Department 613, San Francisco Superior Court, 400
4 McAllister Street, San Francisco, CA 94102, at which the Court will determine whether the
5 settlement should be finally approved as fair, reasonable and adequate to the Settlement Class
6 Members; whether the Final Approval Order and Judgment should be entered; whether Class
7 Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request
8 for a service award for the Class representative should be approved.

9 21. The Court reserves the right to modify the date of the Final Approval Hearing and
10 related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or
11 continued by Order of the Court without further notice to the Class Members.

12 22. In the event the Court does not enter the order for Final Approval, nothing in the
13 Settlement Agreement or any draft thereof shall have any effect, nor shall any such matter be
14 admissible in evidence for any purpose in the litigation or in any other proceeding of forum, and
15 the Parties shall revert to their respective positions as of before entering into the Settlement
16 Agreement.

17 23. Pending the final determination of whether the settlement should be approved, all
18 proceedings in this Action, except as may be necessary to implement the settlement or comply
19 with the terms of the settlement, are hereby stayed.

20
21 IT IS SO ORDERED.

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23 Dated: August 17, 2020



24 ANDREW Y.S. CHENG
25 Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

[AURELIA RAMIREZ V. ACRE GOURMET, INC., CASE NO. CGC-19-575117 (“THE LAWSUIT”)]

You are not being sued. This notice affects your rights. Please read it carefully.

You are receiving this notice because you have been identified as a “Class Member” because you worked for Acre Gourmet, Inc. between **April 8, 2015** and **November 22, 2019** (the “Class Period”). Therefore, you may be entitled to money from a class action settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member, you are automatically included in the Settlement and do not need to take any further action to receive a payment. The attached Explanation Form shows your estimated settlement share.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement. The table below provides you with a brief summary of your options in connection with the Lawsuit and the Settlement.

Do Nothing and Participate in the Settlement	If you do nothing, you will receive payment from the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that were part of this settlement. For more information, see Page 4.	
Opt-out of the Settlement	If you do not wish to participate in the settlement or be bound by the terms of the settlement, you may exclude yourself from participating by mailing, e-mailing or faxing a written request with the required information to the Settlement Administrator, whose contact information can be found on Page 4. For more information regarding the written request, see Page 4.	You must submit a written Request for Exclusive no later than: Deadline: [Date]
Object to the Settlement	Mail, e-mail or fax a written objection to the Settlement Administrator providing your name, address and stating why you object to the settlement. You may also appear in person to object at the Final Approval Hearing without filing a written objection. For more information, see Page 4.	If you choose to mail, e-mail or fax any written objection, you must submit your objection(s) no later than: Deadline: [Date]
Dispute Your Number of Workweeks	If you dispute the number of compensable workweeks that you worked during the period between April 8, 2015 and November 22, 2019 in California, please contact the Settlement Administrator by [Date]. For more information, see Page 4.	Deadline: [Date]

What is this case about?

Aurelia Ramirez (“Plaintiff”) is a former employee of Acre Gourmet, Inc. (“Defendant”). Plaintiff sued Defendant for, among others, violations of the California Labor Code, the California Business & Professions Code section 17200, *et seq.* and the Labor Code Private Attorneys’ General Act (“PAGA”) based on the alleged Labor Code violations. The Lawsuit was brought on behalf of all non-exempt employees who worked for Defendant at any time during the Class Period. The parties have agreed that the settlement class shall include all current and former non-exempt, hourly paid employees who worked in California for Defendant at any time during the Class Period, except for: (1) those persons currently or formerly employed by Defendant at its “Bay School” location (unless they worked at least one shift at one of Defendant’s other locations during the Class Period); (2) those persons currently or formerly employed by Defendant as “Head Chefs”; and (3) clerical employees currently or formerly employed by Defendant at its office (the “Settlement Class”).

In the Lawsuit, Plaintiff alleged that Defendant did not pay all overtime wages due, did not pay all minimum wages due, failed to authorize and permit all meal periods due and associated premium pay, failed to authorize and permit all rest periods due and associated premium pay, failed to timely pay wages due to terminated or separated employees, failed to provide accurate itemized wage statements, violated the unfair competition provisions of California Business & Professions Code Section 17200, *et. seq.*, and that Defendant owes penalties to some members of the Settlement Class pursuant to Labor Code section 2698, *et seq.*

Defendant has denied, and continues to deny, the factual and legal allegations and claims asserted against it in Plaintiff’s Lawsuit. By agreeing to settle, Defendant is not admitting liability on any of the allegations or claims in the case, nor is it admitting that the case can or should proceed as a class action. However, Defendant has agreed to settle the case solely for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Lawsuit.

Aurelia Ramirez is represented by attorneys David D. Bibiyan and Jasmin K. Gill (“Class Counsel”). Class Counsel seeks to resolve the action on behalf of the Settlement Class and thus represents Class Members for settlement purposes only. While Class Counsel believes that the claims alleged in this Lawsuit have merit, Class Counsel also recognizes that the risks and costs of further litigation justify settlement of the Lawsuit. Therefore, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

If the settlement described in this Notice fails for any reason, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights, or remedies, or defenses in the Lawsuit and Defendant will not be deemed to have waived, limited, or affected in any way of its objections or defenses in the Lawsuit. Further, the parties would be restored to their respective positions in the Lawsuit.

There was a hearing at _____ a.m. on _____, 2020, in the Superior Court of California, San Francisco County, Case No. CGC-19-575117. At that hearing, the Court preliminarily approved the settlement and directed that you receive this notice.

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Questions? Contact the Settlement Administrator toll free at 1-*-***-******

What are the terms of the Settlement?

A. Settlement Amount

The parties have agreed to settle the Lawsuit and related class claims for **\$250,000.00**. This amount includes: (1) individual settlement payments to Class Members; (2) an award of attorneys' fees to be requested from the Court, not to exceed **\$83,333.33** or one third of the Gross Settlement Amount and actual costs incurred by Class Counsel and Plaintiff in prosecuting the Lawsuit, which Class Counsel estimates to be less than **\$20,000**; (3) a class representative enhancement payment/service award to be requested from the Court, in an amount of up to **\$7,500**; (4) claims administration costs currently estimated at **\$5,000.00**; and (5) **\$5,000.00** in PAGA penalties of which 75% or **\$3,750.00** will be paid to the California Labor and Workforce Development Agency and 25% or **\$1,250.00** to participating class members on a *pro rata* basis based upon their respective number of workweeks worked. After deducting Class Counsel's attorneys' fees and costs, the class representative's enhancement payment/service award, claims administration Costs, and the payment to the California Labor and Workforce Development Agency, a total of approximately **\$130,666.67** will be paid to Settlement Class Members who do not submit a timely Request for Exclusion from the settlement ("Net Settlement Amount").

As an employer would for wages earned during employment, Defendant will pay the employer's share of payroll taxes, which normally includes federal, state, and local *unemployment* taxes in addition to (*i.e.*, separate and apart from) the settlement amount, arising from settlement awards paid to Class Members in the class who do not submit a timely Request for Exclusion from the settlement. However, as you would during any other employment, you will still be required to pay the employee-share of payroll taxes, which normally includes, any federal, state, and local *income* taxes, and both you and Defendant will pay a Medicare and Social Security tax. The Net Individual Settlement Amount you receive does not include your individual share of payroll taxes. All of the above payments are subject to final approval from the Court.

B. Calculation of Individual Settlement Payments

The Settlement Administrator, Phoenix Settlement Administrators will distribute settlement payments to each class member who does not submit a timely Request for Exclusion from the settlement. Specific calculations of individual settlement payments shall be made as follows:

- (a) After deducting the Court-approved amounts above, the balance of the Settlement Amount will form the Net Settlement Amount for distribution to the Settlement Class Members who do not submit a timely Request for Exclusion from the settlement. The Net Settlement Amount (after Court-approved deductions) will total approximately **\$130,666.67**, less the Class Members' individual shares of state and federal payroll taxes/withholdings, which are estimated to be \$_____ for all Settlement Class Members, which makes the average Individual Settlement Share amount to approximately _____. The Individual Settlement Payments for each Settlement Class Member will be calculated as follows: Compensable workweeks will be all weeks worked by Class Members between **April 8, 2015** and **November 22, 2019**. The dollars per compensable workweek is calculated by dividing the Net Settlement Amount by the total weeks worked by Class Members to determine a Workweek Value. Since Defendant represents there were no more than **3,000** compensable workweeks worked by Participating Class Members between **April 8, 2015** and **November 22, 2019**, the dollars per compensable workweek (*i.e.*, Workweek Value) is approximately \$_____. The Workweek Value will be multiplied by the number of workweeks each Participating Class Member worked during the Class Period to determine the total settlement distribution each claimant will

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

receive, prior to legal deductions. The Individual Settlement Payment for Class Members will be reduced by any required legal deductions on the wages paid to each Class Member.

(b) Defendant's records show that you were employed for [start date] to [end date] between **April 8, 2015** and **November 22, 2019** and that you worked a total of ### compensable workweeks as an hourly non-exempt employee in California during that period. (You may have worked for Defendant prior to **April 8, 2015**, at Defendant's Bay School location, or as a Head Chef, but that time is not included for purposes of this settlement.) To determine your individual settlement share, you may use the following formula: Individual Settlement Payment = (Your # of Compensable Workweeks ÷ Total # of Class Workweeks) x Net Settlement Amount.

- i. If you disagree with the employment dates listed above or the number of compensable workweeks worked during the period between **April 8, 2015** and **November 22, 2019** in California, please contact the Settlement Administrator no later than **45 days from the date that this Notice was mailed to you**. In addition, you must mail, e-mail or fax all reasons for your disagreement with the employment dates listed above, including all documents or other evidence to support your challenge, no later than 45 days from the date that this Notice was mailed to you. The date of the post-mark, e-mail or fax stamp shall be the only means for determining whether your response was submitted within the 45-day deadline. Please note that if you contact the Settlement Administrator, you will be asked to provide documents to support your dispute. **If you do not provide any documents or other evidence to support your challenge, whether by phone, mail, e-mail or fax, the Settlement Administrator may reject your challenge.**
- ii. The Settlement Administrator must immediately provide copies of all disputes to Class Counsel and Defendant's Counsel and immediately attempt to resolve all such disputes with your assistance, as well as that of Class Counsel and Defendant's Counsel. If the dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-appealable decision. The Settlement Administrator shall use its best efforts to resolve all such disputes prior to the Effective Date.

Class members should consult their tax advisors concerning the tax consequences of the payments they receive under the settlement. For purposes of this settlement, thirty-three percent (**33%**) of each class member's individual settlement payment will be treated as wages, and the remaining sixty-seven percent (**67%**) as penalties and interest. This Notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

C. When Will I Get Paid?

If you do not submit a timely Request for Exclusion, the payment will be distributed in approximately **December of 2020**. This date may be delayed depending on when the Court grants preliminary and/or final approval of the Settlement.

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Questions? Contact the Settlement Administrator toll free at 1-*-***-******

D. Release of Claims

As specified in more detail in Section 8 of the Settlement Agreement, which can be accessed online at [Class Website Link], upon both the Final Approval Date for the settlement in this Lawsuit and payment by Defendant of the Gross Settlement Amount to the Settlement Administrator, Plaintiff and all Settlement Class Members, except those who have submitted the required timely requests to be *excluded* from this Lawsuit, will waive, release, discharge, and give up their right to assert in any court or forum against Defendant, its parents, subsidiaries, predecessors or successors in interest, or the officers, directors, shareholders, or employees, of any of them, all legal claims that Plaintiff, on behalf of all Settlement Class Members, brought against Defendant, or that Plaintiff could have brought against Defendant based on all of the facts in Plaintiff's operative complaint, which can also be accessed at [Class Website Link], arising or accruing during the Class Period. This includes, without limitation, the legal claims that Plaintiff brought on behalf of Settlement Class Members in this Lawsuit, stating that Defendant, (a) failed to pay overtime wages; (b) failed to pay minimum wages or to pay wages for all hours worked; (c) failed to provide proper meal and rest periods and pay associated premium pay; (d) failed to timely pay all wages owed upon termination; (e) failed to timely pay all wages during employment; (f) failed to provide legally compliant or accurate wage statements; (g) failed to provide all employees expenses or reimbursements incidental to Class Member's employment; (h) unlawfully manipulated time clock and time sheets to deduct hours from the time worked by employees or avoid meal period violations; (i) failed to pay employees for their time spent "donning" and "doffing", which means the time spent putting on and taking off their uniforms as well as traveling to and from the kitchen at Defendant's business; (j) failed to correctly and accurately pay overtime wages because Defendant failed to account for employees' bonuses when calculating their overtime premium rates, and, (k) by engaging in any or all of the conduct described above, Defendant violated employee's wage rights, and is liable under the California Labor Code, the California Business & Professions Code and applicable wage orders (hereinafter collectively referred to as the "Released Claims").

For detailed information regarding all Released Claims in this Lawsuit, please view Section 8 of the Settlement Agreement, which can be found at [Class Website Link] and includes all information regarding this Lawsuit.

What are my rights and options as a Settlement Class Member?

Option 1 – Do Nothing and Participate in the Settlement

If you take no action, you will be included in the settlement, release your claims and receive payment.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator that includes your name, signature, and the following statement: "Please exclude me from the Settlement Class in the *Aurelia Ramirez v. Acre Gourmet, Inc.* matter" or a statement of similar meaning. Sign, date, mail, e-mail or fax the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o _____

Fax: _____
E-Mail: _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The written request to be excluded must be postmarked, e-mailed or faxed not later than **45 days after mailing**. If you submit a request for exclusion which is not postmarked, e-mailed or faxed no later than **45 days after mailing**, your request for exclusion will be rejected, and you will be included in the Settlement Class.

Option 3 – *Submit an Objection*

If you wish to object to the settlement because you find it unfair or unreasonable, you may mail, e-mail or fax a written objection with the Settlement Administrator stating why you object to the settlement. For the objection to be valid, it must include: (i) the objector’s full name, signature, and address; and (ii) a written statement of all grounds for the objection accompanied by legal authority, if any, for such objection. Further, if any objector intends to appear at the Final Approval Hearing, either in person or through counsel, at his or her own expense, he or she may include notice of the fact that he or she intends to appear and state the purpose for his or her appearance with his or her objection, however he or she is **not required** to do so.

All objections should be mailed to the Settlement Administrator not later than **45 days after mailing**, although failing to object to the settlement in writing will not foreclose your ability to appear in person to object to the settlement. By mailing an objection or objecting in person, you are not excluding yourself from the settlement and **you will be bound by the terms of the settlement and the release of claims described in Section D on page 5**. To exclude yourself from the settlement, you must follow the directions described above. **Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.**

You may also, if you wish, appear at the Final Approval Hearing set for **[date and time]**. in Department 613 of the Superior Court of the State of California, for the County of San Francisco, Civic Center Courthouse, located at 400 McAllister Street, San Francisco, California 94102 and discuss your objection with the Court and the parties. You may also retain an attorney, at your own expense, to represent you at the hearing.

Who Are the Attorneys Representing Your Interest?

The following attorneys have been appointed by the Court as Class Counsel and represent your interests for settlement purposes only. If you should have any questions or concerns about the settlement, you can call the Settlement Administrator or Class Counsel.

Bibiyon Law Group, P.C.
David D. Bibiyon
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Telephone (310) 438-5555

J. Gill Law Group, P.C.
Jasmin K. Gill
515 South Flower Street, Suite 1855
Los Angeles, California 90071
Telephone (310) 728-2137
Class Counsel

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Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case as a whole and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Lawsuit, which can be accessed through the Court's website (<https://www.sfsuperiorcourt.org/online-services>) free of charge.

Step-by-step Instructions to access the Court's Docket, which contains all papers filed in the Lawsuit:

1. Go to <https://www.sfsuperiorcourt.org/online-services>
2. Click on "Case Query" or "Access Now" underneath the Case Query heading.
3. You will then be asked to follow a "I'm not a robot" prompt so that the Court can verify that a person is seeking to view case information and not an automated computer program.
 - a. Click the check box for "I'm not a robot".
 - b. Select all images that you are prompted to select (e.g., if you are prompted to select all images with taxes, please do so).
 - c. Then, click the "verify" button.
4. You will then be directed to a page that allows for you to input a "Case Number"
 - a. Click your cursor into the empty box next to "Case Number:" and input the Case Number for this Lawsuit, which is **CGC-19-575117**.
 - b. Then, click the "search" button.
5. You will then be directed to a page entitled "Register of Actions" from which you can view the Court's Docket, which contains all papers filed in the Lawsuit. More specifically, on the "Register of Actions" page, there will be four columns entitled "Date", "Proceedings", "Document", and "Fee" and you can click the "view" button underneath the "Document" column for any proceeding in this Lawsuit to view the papers associated with that particular proceeding.

In addition, you may access the direct website for this Lawsuit ([\[Class Website Link\]](#)), which contains all papers associated with the Settlement of this Lawsuit (*i.e.*, Plaintiff's operative complaint, this notice, the Settlement Agreement, Preliminary Approval order, and all papers filed in connection with Plaintiff's Preliminary Approval Motion, including all orders related to the Preliminary Approval Motion). Further, once a final judgment is entered, the website will be updated to include the judgment and all final approval related documents.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, DEFENDANT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXPLANATION FORM

Your Employment Information

Defendant's records reflect that you worked _____ workweeks between **April 8, 2015** and **November 22, 2019** (the "Class Period").

If you believe the above information is NOT accurate, you must mail, e-mail or fax notice of your dispute to the Settlement Administrator no later than **45 days after mailing**. Note: You may be required to submit documentation (pay stubs, schedules, etc.) to support your belief. If Defendant's records are inconsistent with the information you have stated, and the documentation you submit does not conclusively establish facts different than those reflected in Defendant's records, then Defendant's records will control. *If you fail to timely dispute the number of workweeks attributed to you, you will be deemed to have waived any objection to their accuracy and any claim to any additional settlement payment based on different data.*

Approximate Payment

Your settlement payment depends on the number of workweeks you worked for Defendant during the Class Period, as well as other factors, such as the final amount of claims administration costs and legal fees. For example, if you worked during the entire Class Period, your settlement award would be higher than if you worked for a short time. The parties estimate that your settlement payment will be approximately \$ _____, inclusive of wages, penalties and interest and less ordinary payroll deductions. This is only an estimate and not a guaranteed amount. If you opt out of the settlement, as described in the Notice, you will not receive any payment.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))


I, KEITH TOM, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 17, 2020, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: August 17, 2020

T. Michael Yuen, Clerk

By: _____


KEITH TOM, Deputy Clerk