

NOTICE OF CLASS ACTION SETTLEMENT

If you were employed by Defendant Rinse, Inc. (“Defendant”) in California as a non-exempt, or hourly employee at any time from June 26, 2015, through March 8, 2021, and were paid on a flat-rate or piece rate basis and/or worked any shifts 3.5 hours or longer, then you will be entitled to get money from a Class Action Settlement.

A Court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| INCLUDE THE FOLLOWING: | |
| DO NOTHING | You will receive a payment from the Settlement. No action is required for you to get your share of this Settlement. |
| EXCLUDE YOURSELF | <u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. For information on how to exclude yourself, see page 5. The deadline to exclude is May 19, 2021. |
| OBJECT | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. For information on how to object to the Settlement, see page 5. The deadline to object is May 19, 2021. |

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 1
2. What Is the Class Action Settlement?..... Page 2
3. How Much Can I Expect to Receive?.....Page 2
4. What Is the Case About?..... Page 2
5. Why Did Defendant Join in This Notice?..... Page 3
6. Who Is the Plaintiff in This Class Action? Page 3
7. Who Are the Attorneys Representing the Parties? Page 4
8. What Are my Rights? How Will My Rights Be Affected?Page 4
9. How Will Attorneys for the Class and Others Be Paid?.....Page 5

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a Class Member of the settlement class settled in a class action, as defined below. The Settlement will resolve all class claims described below during the Class Period, which is between June 26, 2015, through March 8, 2021.

This Notice tells you of your rights to share in the Settlement. There was a hearing on March 8, 2021, at 9:00 a.m. in the San Joaquin County Superior Court, State of California. Judge Barbara Kronlund determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Kronlund also ordered that you receive this Notice.

“Class Members” includes the following individuals:

All current and former non-exempt employees who worked for Defendant in the State of California and were paid on a flat-rate or piece-rate basis at any time from June 26, 2015, through and March 8, 2021 (“Preliminary Approval Date”) (the “Class Period”).

All current and former California non-exempt employees who worked any shifts 3.5 hours or longer for Defendant in the State of California during the Class Period.

You were sent this Notice because you fit in one or both of the above classes. The Court will hold a Final Approval Hearing concerning the proposed Settlement on July 30, 2021, at 9:00 a.m., in Department 10D of the San Joaquin County Superior Court located at 180 E. Weber Ave., Stockton, California 95202. The Final Approval Hearing may be continued to another date without further notice.

2. *What is the Class Action Settlement?*

A class action settlement is one where the named plaintiff and the company enter into an agreement to resolve claims on behalf of class members, which includes you. Here, Plaintiff and Rinse have entered into such a class action settlement agreement. The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. *What Is the Case About?*

On June 26, 2019, Plaintiff Brittany Taborn (“Taborn,” or “Plaintiff”) filed a five-count putative class action in San Joaquin County Superior Court (Case No. STK-CV-UOE-2019-8106) alleging: (1) failure to provide compliant wage statements; (2) failure to provide rest periods; (3) failure to pay all wages owed; (4) UCL violations; and (5) violations of California’s Private Attorneys General Act (PAGA) (the “Lawsuit”). Plaintiff alleges that Rinse, Inc. (“Defendant,” or “Rinse”) did not properly provide rest periods and wage statements to its workers under California law.

Rinse denies the allegations raised in the Lawsuit and strongly believes it has no liability for any of Plaintiff’s or Class Members’ claims under any statute, wage order, common law, or equitable theory.

Despite both Parties’ positions and arguments, the Parties reached a Settlement subject to Court approval as represented in the Stipulation of Class Action Settlement and Release of Claims (the “Settlement” or “Settlement Agreement”). Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. Likewise, Defendant decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

4. *How Much Can I Expect to Receive?*

Defendant will pay a total sum of \$600,000 (“Gross Settlement Amount”), which includes all settlement payments, attorneys’ fees and litigation costs and expenses, costs of administering the Settlement, the Class Representatives Incentive Awards, and payment to the Labor Workforce and Development Agency (“LWDA”).

Due to Defendant's financial condition, it needs to make the payments in three annual installments. As such, you will be paid sometime in 2024, assuming that the Court grants final approval.

After attorneys' fees, costs, costs of administering the Settlement, the Class Representative Incentive Awards, payment to the Labor Workforce and Development Agency, what remains (the "Net Settlement Amount") will be available to pay all Participating Class Members' Individual Settlement Payments based on the number of shifts each Class Member worked during the Class Period. Your payment will be calculated as follows: all shifts worked by all Class Members will be added up. Then, your number of shifts will be divided by the total shifts worked by all Class Members and then multiplied against the Net Settlement Amount. The Parties chose this formula because it provides more relief to Class Members who worked more and arguably were subject to more alleged violations.

Defendant's records indicate that you worked ___ shifts during the Class Period. Based on this estimate and Defendant's records, your estimated payment as a Class Member would be \$_____.

If you dispute the number of shifts, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before May 19, 2021. You should submit to the Settlement Administrator documentation to support your position. The Settlement Administrator's determination is conclusive, final and binding. The Settlement Administrator will make its determination within seven calendar days of receiving your dispute. If you are still dissatisfied with the assessment of your total shifts worked during the Class Period, you may choose to opt out of the settlement as set forth below, provided you do so prior to the Response Deadline.

NOTE: EVEN IF YOU DISPUTE THE AMOUNT OF YOUR INDIVIDUAL SETTLEMENT PAYMENT, YOU WILL STILL RECEIVE MONEY FROM THE SETTLEMENT, BUT THE AMOUNT MAY BE DIFFERENT FROM YOUR ESTIMATED PAYMENT LISTED ABOVE. YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE FORMULA SUMMARIZED ABOVE UNLESS YOU 1) DISPUTE YOUR TOTAL SHIFTS LISTED ABOVE, OR 2) OPT OUT OF THE SETTLEMENT.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did Defendant Join in This Notice?*

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Settlement Administrator's website contains all documents submitted to the Court regarding this Settlement, and may be accessed at <http://www.phoenixclassaction.com/taborn-v-rinse/>.

6. *Who Is the Plaintiff in This Class Action?*

Brittany Taborn is the Plaintiff and Class Representative in this class action lawsuit. Her name is on the lawsuit and she was appointed by the Court to represent your interests.

7. Who Are the Attorneys Representing the Plaintiff?

William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

*Please contact Plaintiff's attorneys should you have any questions regarding this settlement.

8. What are my Rights? How will my Rights be Affected?

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. Please be advised that you will have 180 days to cash your Individual Settlement Payment. If you do not cash your check within 180 days, your Individual Settlement Payment will be donated to Legal Aid at Work, a nonprofit agency that represents and advances workers' rights. If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit your written Objection to the Settlement Administrator stating the basis of your objection to the Settlement. You may object to any of the terms in the agreement, including but not limited to the proposed attorneys' fees, Plaintiff's incentive awards, settlement administrator's payment, and Labor Workforce and Development Agency ("LWDA") payment. To be valid, the objection must: (1) contain your name, address, telephone number, and last four digits of your Social Security number; (2) be signed by you and/or your attorney; (3) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address provided herein; and (4) contain all legal and factual reasons why the Settlement Agreement should not be approved. Late Objections will not be considered.

If you wish, you may also appear at the Final Approval Hearing set for July 30, 2021, at 9:00 a.m. in Dept. 10D of the San Joaquin Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be postmarked no later than May 19, 2021. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement.

Effect of the Settlement on Your Rights

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court as to the Class Action, which will essentially end the case.

If the Settlement is approved and you do not exclude yourself from the Settlement, you will receive compensation and will fully and finally release and discharge Defendant, including its subsidiaries, predecessors, successors, affiliates, past and present parents, subsidiaries and affiliates, and any of their respective past or present assigns, officers, directors, members, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, and each of their respective successors and predecessors in interest (collectively the “Released Parties”) as follows:

Settlement Class Members will release all claims for: (1) failure to provide compliant wage statements; (2) failure to provide rest periods; (3) failure to pay all wages owed; (4) UCL violations; and (5) violations of California’s Private Attorneys General Act (PAGA) that have been brought, including any other claims that were or could have been brought based on the factual allegations that are pled in the operative Complaint, during the Class Period (the “Released Claims”).

9. How Will the Attorneys for the Class and Others Be Paid?

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of \$600,000. The attorneys are seeking a fee of \$200,000 as well as reimbursement of their costs, up to \$20,000. Plaintiff is seeking an enhancement award of \$10,000 from the Settlement for his services as the Class Representative. The Settlement Administrator estimates that the cost of administration will be \$21,000. The Labor Workforce and Development Agency (“LWDA”) will receive \$30,000 from the Settlement, which is allocated as required by California Labor Code § 2699. All of these amounts are to be deducted from the Gross Settlement Amount of \$600,000, with the remainder available for distributions to participating Class Members. While the \$600,000 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, Plaintiff, the LWDA, and the Settlement Administrator, and deducted from the Gross Settlement Amount, will be determined by the Court at the Final Approval Hearing.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS

You may call Class Counsel, Dennis S. Hyun (213-488-6555), or call the Settlement Administrator at the telephone number listed below, toll free. Please direct your call to the Settlement Administrator.

Rinse Settlement Administrator
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Toll Free Telephone Number: 1-800-523-5773

All documents submitted to the Court regarding this Settlement may be accessed at (<http://www.phoenixclassaction.com/taborn-v-rinse/>). If your address has changed, please contact the Settlement Administrator.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.