

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Talmoud v. Retail Group of America LLC*  
Santa Clara Superior Court, Case No. 20CV362101

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All current and former hourly-paid or non-exempt individuals who were employed by Retail Group of America LLC within the State of California at any time from January 22, 2016, until June 8, 2021.**

## **BASIC INFORMATION**

### **1. What is this settlement about?**

A lawsuit was commenced by Tina Talmoud (“Plaintiff”), a former employee of Retail Group of America LLC (“Defendant”) on January 22, 2020. The case is currently pending in the Santa Clara County Superior Court, Case No. 20CV362101.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, damages, penalties and restitution. Defendant denies all alleged violations and deny that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

### **2. Why is this a class action?**

In a class action, one or more people called the Class Representative (in this case Tina Talmoud, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former hourly-paid or non-exempt individuals who were employed by Retail Group of America LLC within the State of California at any time from January 22, 2016, until June 8, 2021). All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The parties have agreed to treat this case as a class action for settlement purposes only. The Santa Clara County Superior Court is in charge of this class action.

### **3. Why is there a settlement?**

The Court has not decided in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”). On September 29, 2021, the Court granted preliminary approval of the Settlement, appointed Plaintiff Tina Talmoud as the Class Representative, and appointed her attorneys at Lawyers for Justice and Protection Law Group as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

## WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Retail Group of America LLC as an hourly-paid or non-exempt employee within the State of California at any time from January 22, 2016, until June 8, 2021.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (“Total Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Total Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Total Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Total Settlement Amount or One Hundred Twenty-Two Thousand Five Hundred Dollars (\$122,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000.00);
- C. **Incentive Payment to the Class Representative** not to exceed Six Thousand Five Hundred Dollars (\$6,500.00);
- D. **Settlement Administration Costs** which are currently estimated to be Ten Thousand Dollars (\$10,000.00); and
- E. **PAGA Payment** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the Labor Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to PAGA Members (hourly-paid or non-exempt individuals who were employed by Defendant within the State of California at any time from February 25, 2019, to June 8, 2021) for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks (“Workweeks”) you worked in California as an hourly-paid or non-exempt employee of Defendant from January 22, 2016, until June 8, 2021 (“Class Period”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) penalties, and forty percent (40%) interest. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Defendant separately from and in addition to the Total Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

**You worked XXX workweeks during the Class Period. Your estimated Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.**

This Amount was determined based on Defendant’s record of your employment between January 22, 2016, until June 8, 2021, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by December 20, 2021. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773  
Facsimile: (949) 209-2503

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### 7. What am I giving up if I do not request to be excluded from the settlement?

Upon the funding of the Total Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the “Released Parties” from the “Released Claims” for the Class Period.

The “Released Parties” include Defendant Retail Group of America LLC and any of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, sister companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Claims” means any and all claims that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action including the following claims: (i) unpaid overtime; (ii) unpaid meal period premiums; (iii) unpaid rest period premiums; (iv) unpaid minimum wages; (v) final wages not timely paid; (vi) wages not timely paid during employment; (vii) non-compliant wage statements; (viii) failure to keep requisite payroll records; (ix) unreimbursed business expenses; (x) unfair business practices under Business and Professions Code § 17200 based on the aforementioned alleged Labor Code violations; and (xi) all claims under the California Labor Code Private Attorneys General Act of 2004 based on the aforementioned Labor Code violations.

This release of these claims pertains to the Class Period from January 22, 2016, until June 8, 2021.

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

## EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Claims (other than those which arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

## 8. How can I not participate in the settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name and a clear statement that you do not wish to be included in this action similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Talmoud v. Retail Group of America LLC*. I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by December 20, 2021. You cannot exclude yourself by phone.

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773  
Facsimile: (949) 209-2503

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims (except for Released Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Claims (except for Released Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

## 9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

## 10. If I exclude myself, can I get money from this settlement?

No, except if you worked between February 25, 2019, to June 8, 2021, in which case you will still receive the portion of your Individual Settlement Payment for Released Claims that arise under PAGA. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Defendant and/or Released Parties for Released Claims (except for Released Claims that arise under PAGA).

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in this case?

The Court has approved Lawyers *for* Justice, PC and Protection Law Group LLP as Class Counsel. The firms' contact information is:

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

**PROTECTION LAW GROUP LLP**  
Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
237 California Street  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$122,500.00 and reimbursement of litigation cost/expenses of up to \$20,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

## OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

### 12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than December 20, 2021. Your objection must include your full name, and the specific reason for your objection. You may also come to the Final Approval Hearing on January 5, 2022, and make an objection at that time. You do not need to provide advance notice or make written objection in order to make an oral objection at the Final Approval Hearing.

### 13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

### 14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 1:30 p.m. on January 5, 2022, at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113.

Class Members may appear at the Final Approval Hearing either in person in the courtroom or by telephone via CourtCall. Class Members who wish to appear by CourtCall should contact Class Counsel at least three days before the hearing, if possible, to arrange a telephonic appearance. Any CourtCall fees for an appearance by an objecting Class Member will be paid by Class Counsel.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

### 15. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish as described above.

### 16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at <http://www.phoenixclassaction.com/>.

## IF YOU DO NOTHING

### 17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be sent to Legal Aid At Work.

## GETTING MORE INFORMATION

### 18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at <http://www.phoenixclassaction.com/> or by contacting the Settlement Administrator or Class Counsel.

## WHAT IF MY INFORMATION CHANGES?

### 19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**