

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

&

HEARING DATE FOR COURT APPROVAL

Hernan v. Lopez Inc. dba Red's BBQ & Grillery
Superior Court of California, County of Ventura
Case No. 56-2021-005550003-CU-OE-VTA

PLEASE READ THIS NOTICE CAREFULLY

THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND IN SPANISH

If you are a current or former non-exempt employee of Lopez Inc. dba Red's BBQ & Grillery from June 3, 2017, through April 12, 2021, a class action settlement described in this letter may affect your rights.

Please read this Notice carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

WHY ARE YOU RECEIVING THIS NOTICE?

- **Jose Hernan, a former employee of Lopez Inc. dba Red's BBQ & Grillery ("Defendant" and/or "Red's BBQ"), filed a lawsuit against Red's BBQ, ("the Action"); Red's BBQ denies any and all liability.**
- **The Parties to the lawsuits have reached a proposed settlement, and the Court has given its preliminary approval to the terms of the settlement. The Court has not decided whether Red's BBQ did anything wrong.**
- **Based on Red's BBQ's records, you are one of the current or former Red's BBQ employees who is eligible to participate in the settlement.**
- **This proposed settlement could affect your legal rights, and you have a choice to make now:**

Your Legal Rights and Options in this Lawsuit

Do Nothing

Assuming you are a Class Member, and the Settlement is approved, if you do nothing, the Settlement Administrator will mail you a settlement check at your last known address (unless you timely provide a forwarding address to the Settlement Administrator). Whether or not you receive or cash the check, you will be bound by the Settlement and will release all claims that are released through the settlement.

Ask to be Excluded

If you do NOT want to participate in the Settlement for the class claims and receive a settlement check for the class claims, you must request exclusion using the procedure set forth in section 14 below. Your request for exclusion must be postmarked by November 22, 2022. If you request exclusion, you will not receive compensation for the class claims and you will not release the class claims through the settlement. However, you will still be mailed a check for the PAGA claims and you will still be bound by the release of the PAGA claims in the Settlement. You should not request exclusion if you wish to receive money from the Settlement.

Object	You may object to the Settlement in one of two ways. You may submit a written objection using the procedure set forth at section 15 below. Any written objection must be postmarked by November 22, 2022, to be considered. You may object in person at the final approval hearing. The date and location of the final approval hearing is set forth at 19, below. If you object, you will be participating in the settlement. This means that if the settlement is approved you will be mailed a settlement check and you will be bound by the release.
Dispute Workweek Information	Your share of the class settlement fund will be based on the workweeks you worked for Defendant in California between the dates of June 3, 2017, through April 12, 2021. Your share of the PAGA settlement fund will be based on the workweeks you worked for Defendant in California between March 9, 2020, through April 12, 2021. Your workweek information is provided below in section 9. If you believe that information is inaccurate, you may dispute it using the procedure in section 9. Any dispute must be submitted by November 22, 2022. If you dispute your workweek information, you will be participating in the settlement. This means that if the settlement is approved you will be mailed a settlement check and you will be bound by the release.
Updating Your Mailing Address	Settlement checks may not be mailed until more than two (2) years after this notice is mailed. Settlement checks will be mailed to your last known address. The Settlement Administrator will attempt to search for any updated mailing addresses immediately before mailing Settlement checks. If you want your Settlement check to be mailed to a different address, you may update your address by mailing your current address to the Settlement Administrator at PHOENIX CLASS ACTION ADMINISTRATION at P.O. Box 7208, Orange, CA 92863.

RED'S BBQ WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THEIR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

Your options and your deadlines to act are explained in this notice.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

If you worked as a non-exempt employee for Red's BBQ between June 3, 2017, and April 12, 2021, the proposed class action settlement described in this letter may affect your rights.

The Parties to the lawsuit have reached a proposed settlement of the case, which must be approved by the Court. Hon. Mark Borrell of the Ventura County Superior Court is overseeing the proposed Settlement of this Class Action and has given *preliminary* approval of the settlement so that you could receive this notice and learn about how it might affect your rights. The lawsuit is known as *Hernan v. Lopez Inc. dba Red's BBQ & Grillery, Case No. 56-2021-005550003-CU-OE-VTA*. You can access the entire case file online through the County of Ventura's website: <https://www.sfsuperiorcourt.org/online-services>.

Judge Borrell will hold a Final Approval Hearing concerning the proposed settlement on January 9, 2023, at 8:30 a.m. at Ventura County Superior Court, Department 40, located at 400 McAllister St, San Francisco, California 94102. The Final Approval Hearing may be continued to another date without further notice.

2. WHAT IS THIS LAWSUIT ABOUT?

A former employee of Red's BBQ, Jose Hernan, asserted wage-hour claims against Red's BBQ. Plaintiff asserted claims against Red's BBQ on behalf of current and former employees who were or are employed in the State of California and worked for Red's BBQ as hourly or non-exempt employees during the Settlement Class Period (June 3, 2017 and April 12, 2021) based on the following categories of allegations: (1) failed to pay all wages, including minimum wage, overtime, off-the clock, and split shifts wages; (2) failed to provide meal periods; (3) failed to provide rest periods; (4) failed to provide accurate itemized wage statements; (5) failed to pay wages upon termination of employment; (6) failed to pay earned wages; (7) failed to reimburse for necessary business expenditures; (8) failed to maintain records; (9) engaged in unfair business practices; and (10) . for civil penalties under the Private Attorney's General Act ("PAGA"), Labor Code section 2698, et seq.

Red's BBQ denies the allegations raised in the Action and asserts that it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, regulation, common law, or equitable theory. The Parties reached a settlement subject to court approval as represented in the Joint Stipulation of Class Action/PAGA Settlement and Release, ("Settlement Agreement" attached as Exhibit A), attached to the declaration of Berkeh Alemzadeh as Exhibit A, filed on July 26, 2022.

3. HAS THE COURT DECIDED WHO IS RIGHT?

The Court has not and will not decide whether Plaintiff or Red's BBQ are correct. By giving preliminary approval to the settlement, the Court is not suggesting that the Plaintiff or Red's BBQ will win or lose this case. The Court's role in evaluating the Settlement is to decide whether the terms of the Settlement appear to be fair to the Class based on strengths and weaknesses of Plaintiff's claims, whether a settlement on behalf of all of the Class Members is appropriate based on the types of claims in Plaintiff's Complaint and whether Plaintiff and his lawyers will fairly represent the Class Members.

4. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, a "Class Representative" (in this case Jose Hernan) sues on behalf of himself and other people who have similar claims. The people together are a "Class" or "Class Members." The Class Representative is referred to as the Plaintiff, and the Class or Putative Class (which includes Plaintiff) is referred to as the Class or Putative Class. The company he sued is called the Defendant. In a class action, the court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

5. WHAT IS THE TIME PERIOD TO WHICH THIS CLASS ACTION APPLIES?

This Class Action applies to all hourly or non-exempt employees of Red's BBQ employed at some time since June 3, 2017, through April 12, 2022, which is the date that the Court gave its preliminary approval to the Settlement. This time period is known as the "Class Period." There is also a PAGA action which applies to all aggrieved non-exempt employees of Red's BBQ, employed at some time since June 3, 2020, through April 12, 2021, This time period is known as the "PAGA Period." As described below, the Class Period and PAGA Period are used to determine the amount of each Class Member's share of the Settlement.

6. IS THERE ANY MONEY AVAILABLE NOW?

No money is available now, because the Court has only given *preliminary* approval to the settlement. The Court has not yet decided to give *final* approval to the settlement. The Court will not decide whether to give final approval to the settlement until the Class Members have received notice of the lawsuit and had the opportunity to decide whether to respond. If the Court grants final approval of the settlement, settlement funds will be paid to the Class Members. Defendant is not obligated to make the Settlement payment until one (1) year after the Settlement is finally approved and no disbursement will be made until Defendant has fully funded the Settlement.

THE TERMS OF THE SETTLEMENT

7. HOW MUCH IS THE TOTAL SETTLEMENT?

Red's BBQ has agreed to pay a total of three hundred fifty thousand dollars (\$350,000.00) in settlement of Plaintiff's claims. This is referred to as the "Gross Settlement Amount." Under the terms of the settlement, Red's BBQ has agreed to pay this total sum through an agreed upon payment schedule, and no part of the Gross Settlement Amount will be returned to Red's BBQ.

8. HOW MUCH OF THE SETTLEMENT WILL GO TO THE CLASS MEMBERS?

Certain deductions will be made from the Gross Settlement Amount. The amount remaining after these deductions is referred to the "Net Settlement Amount." The Net Settlement Amount is the amount that will be divided amongst the Class Members, known as the Net Settlement Amount.

Each of the deductions from the Gross Settlement Amount listed below will be requested and the Court will decide how much to award at the time of final approval.

- Attorneys' fees **not to exceed** one hundred sixteen thousand six hundred sixty-six dollars (\$116,666.00) and costs of up to fifteen thousand dollars (\$15,000.00).

- Payment to the Settlement Administrator **not expected to exceed** twenty thousand dollars (\$20,000.00) for the costs of sending notice out to the Class Members, responding to Class Member inquiries and distributing settlement funds to the Class Members if the Court gives its final approval to the settlement.
- Payment to the Class Representative **not to exceed** five thousand dollars (\$5,000.00) as an incentive for the filing of this lawsuit, for the risks incurred by Plaintiff in bringing the lawsuit, and for Plaintiff's participation in this lawsuit in assisting Class Counsel; and
- Payment of ten thousand dollars (\$10,000.00), to the California Labor and Workforce Development Agency ("LWDA"), for the resolution of the PAGA claims alleged in this Action. Of this amount, seventy-five percent (75%) or seven thousand five hundred dollars (\$7,500.00), representing seventy-five percent (75%) of the PAGA allocation, will be paid to LWDA. The remaining two thousand five hundred dollars (\$2,500.00), representing twenty five percent (25%) of the PAGA Allocation, shall be part of the Net Settlement Amount to be distributed to aggrieved employees.

Each of the above amounts is deducted from the Gross Settlement Amount, and the remaining amount (Net Settlement Amount) is to be distributed to all of the Class Members. From the Net Settlement Amount, payroll taxes will be paid, and payments will be issued to Class Members.

9. WHAT IS MY SHARE OF THE SETTLEMENT AND HOW IS IT CALCULATED?

The Settlement reflects Plaintiff's claims that he and the other Class Members are entitled to unpaid wages and premiums, interest on unpaid wages, and various penalties related to the failure to pay wages that are established under the California Labor Code. Generally, each Class Member's share of the Settlement depends on the length of time the Class Member was employed by Red's BBQ during any time between June 3, 2017, through April 12, 2021.

Individual Class Settlement Payment to Class Members: Each participating Class Member shall be eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, of approximately one hundred eighty-five thousand eight hundred thirty-four dollars (\$185,834.00) based on the number of weeks worked by Participating Class Members during any time between June 3, 2017 through April 12, 2021, as a proportion of all weeks worked by all Participating Class Members during any time between June 3, 2017 through April 12, 2021. Based on your workweeks, you will receive an Individual Class Payment in the amount of [insert].

Individual PAGA Settlement Payment to Aggrieved:

This Individual PAGA Settlement Payment to aggrieved employee's which is a share of the PAGA allocation of two thousand five hundred dollars (\$2,500.00), based on the number of weeks worked by Aggrieved Employees during the PAGA Period. The PAGA Period is June 3, 2020, through April 12, 2021. Based on your workweeks, you will receive an Individual PAGA Payment in the amount of [insert]

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Participating Class Members' last known mailing address no later than fifteen (15) calendar days after the Gross Settlement amount is fully funded.

Individual Settlement Payment Formula: After deducting the Class Counsel Award and Class Counsel Costs, the LWDA PAGA Allocation, Class Representative Enhancement Awards, and Claims Administration Costs, the remaining funds (the "Net Settlement Amount") of approximately one hundred eighty-three thousand three hundred thirty-four dollars (\$183,334.00), will be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks Participating Class Members worked during the Class Period in order to determine the amount each Participating Class Member is entitled to for each workweek he or she was employed by Defendant (the "Weekly Amount") during the Class Period. The Claims Administrator will multiply the Weekly Amount by the estimated total number of workweeks that each Participating Class Member worked during the Class Period. The product of each calculation represents the gross Individual Settlement Payment for the respective Participating Class Member. The Claims Administrator will then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member.

To figure out the "Individual PAGA Settlement Payment Formula, the Claims Administrator shall divide the PAGA Allocation to be distributed to Participating Class Members regardless of whether they opt-out of the Class Settlement in the amount of two thousand five hundred dollars (\$2,500.00) by the total number of workweeks Participating Class Members worked during the PAGA Period in order to determine the amount each Participating Class Member is entitled to for each workweek he or she was employed by Defendant Red's BBQ (the "Weekly Amount") during the PAGA Period. Within twenty-one (21) calendar days after Preliminary Approval, Defendant Red's BBQ, shall provide the Claims Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Settlement Class Member, and any other reasonably required information the Claims Administrator requests to perform the calculations required under this Settlement. Defendant shall have no responsibility for deciding the validity of any Individual Settlement Payment or any other payments made pursuant to this Settlement, shall have no involvement in or responsibility for the determination or payment of Employee Taxes, and shall have no liability for any errors made with respect to such Employee Taxes.

Individual Settlement Payment will be allocated as follows:

- Twenty percent (20%) of your Individual Class Settlement Payment represents unpaid wages. Your Wage Payment will be subject to W-2 taxes and withholdings in the same way that it would have been if you had received it as part of your paycheck from Defendant.
- Eighty percent (80%) of your Individual Settlement Payment represents penalties. Each Class Member will receive an IRS Form 1099 for the remaining portion of their individual settlement amount not designated as wages.
- The Individual PAGA Settlement shall not be subjected to the deduction of taxes, however, you will receive an IRS Form 1099 for this portion of your Individual PAGA Settlement.

RED'S BBQ RECORDS INDICATE YOU WORKED APPROXIMATELY [INSERT WORKWEEKS] WORKWEEKS DURING THE SETTLEMENT CLASS PERIOD.

RED'S BBQ RECORDS INDICATE YOU WORKED APPROXIMATELY [INSERT WORKWEEKS] WORKWEEKS DURING THE PAGA PERIOD.

BASED ON YOUR TOTAL WORKWEEKS OF BOTH THE CLASS AND PAGA [INSERT WORK WEEKS], YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT IS [INSERT AMOUNT], TO BE ISSUED LESS APPLICABLE TAXES.

The amount of the actual amount of your individual Settlement share will depend on how many Class Members decide that they want to be excluded from the Settlement, and the actual amounts deducted from the Gross Settlement Value that the Court approves.

Disputing Workweek Information: If you dispute the information regarding the number of shifts worked as set forth above, you must mail a written statement to the Settlement Administrator, PHOENIX CLASS ACTION ADMINISTRATION, P.O. Box 7208, Orange, CA 92863, explaining your disagreement and return it along with copies of any documentation relating to your disagreement, such as itemized wage statements, tax forms, timesheets or personnel records, and it must be postmarked no later than November 22, 2022. Late workweek dispute letters will not be considered.

NOTE: THE WORKWEEK INFORMATION SET FORTH ABOVE WILL BE USED TO CALCULATE ANY PAYMENT THAT IS MADE TO YOU UNLESS YOU DISPUTE IT.

It is your responsibility to ensure that the Settlement Administrator has timely received your workweek dispute letter if you are disputing the information on this Notice. You may contact the Settlement Administrator at the toll-free number listed below to ensure it has been received.

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

10. WHAT ARE THE TAX CONSEQUENCES IF I CHOOSE TO RECEIVE MY SHARE OF THE SETTLEMENT?

Neither the lawyers for the Class Members nor Red's BBQ make any representations to you concerning the tax consequences of this Settlement or your participation in it. You are encouraged to speak with your own personal tax advice prior to acting in response to this Notice.

Please be advised that the tax withholdings for your Individual Class Payment will be reported to the appropriate taxing authority whether you cash the check or not. For the portion of the individual class settlement that each Class Member receives pursuant to 1099, taxes will not be withheld from this portion. However, taxes may need to be paid and each person should consult an accountant or other tax advisor in connection with funds received under the settlement. Furthermore, for the individual PAGA settlement that each Class Member receives, no taxes will be withheld, and no such taxes will be reported as they constitute civil penalties.

11. WHAT ARE DEFENDANT'S REASONS FOR AGREEING TO THIS SETTLEMENT?

Red's BBQ does not admit to any of the claims alleged in the Action and denies that it owes money for any of the claims in this matter. Red's BBQ is settling this Action as a compromise. Red's BBQ reserves the right to object to and defend itself against any claim if for any reason the settlement fails.

12. WHAT RIGHTS AM I RELEASING UNDER THE SETTLEMENT?

If the settlement is approved, you will not be able to sue Red's BBQ or any of the released parties for Released PAGA Claims. In addition, if the settlement is approved and you do not opt out, you will not be able to sue Red's BBQ or any of the Released Parties for the Released Class Claims. If you choose to do nothing in response to this Notice, you will receive your share of the Settlement after the Defendant pays the full Settlement Amount as described above. In exchange for your share of the Settlement, you will be releasing your right to bring your own lawsuit against Red's BBQ for the same claims that Plaintiff asserted in the Action, or to bring claims that Plaintiff could have asserted based on the allegations in his Complaint. Specifically, all Class Members who have not filed timely, valid Requests for Exclusion, on behalf of themselves, and on behalf of their successors, assigns, and/or agents, shall fully and finally release and discharge the Released Parties (Lopes Inc. dba Red's BBQ & Grillery, and all of its current, former, and future parents, owners, subsidiaries, predecessors and successors, , and all of their agents, employees, officers, directors, spouses, partners, shareholders, agents, and any other successors, assigns, or legal representatives, as well as any other individual or entity which could be jointly liable with any of the following) (collectively, the "Released Parties"), from the "Released Claims."

"Released Claims" means any and all known and unknown claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the allegations and claims asserted in the Action, including without limitation, all wage and hour claims for unpaid wages including minimum wage payments, failure to pay wages during employment, failure to pay overtime, failure to pay wages upon termination, uniform maintenance costs, meal and rest break violations, wage statement violations and penalties, waiting time penalties, reimbursement, restitution and other equitable relief, disgorgement, conversion, unjust enrichment, civil and statutory penalties, interests, liquidated damages, punitive damages, attorneys' fees and costs, claims under California Labor Code sections 201-203, 204, 223, 226, 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, 2698-2699.5, 2802, Industrial Welfare Commission Wage Order No. 59, claims under California Business & Professions Code sections 17200-17204. This release shall apply to all claims arising at any point between July 1, 2015, through the date the Court grants Preliminary Approval of the Settlement."

"Released PAGA Claims" mean penalties pursuant to the Private Attorneys General Act ("PAGA"), and any other benefit claims on account of the allegations asserted in the operative complaint. This release shall apply to all claims arising at any point between June 3, 2020, through April 12, 2021." Even if a Class Member chooses to "opt-out" of the Class Settlement, the Class Members would still be bound by the PAGA release. Class Members agree to release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Class Members (including participation to any extent in any class or collective action), to obtain recovery against any of the Released Parties arising out of the Released Claims for harms arising during the Settlement Class Period.

You may view the full text of the Release to which you will be subject if you receive your share of the Settlement at www.phoenixclassaction.com/lopes-dba-reds-bbq/ specifically refer to sections 1.32, 1.35, and 3.2.1 of the Joint Stipulation of Class Action/PAGA Settlement and Release.

Even if you choose to receive your share of the Settlement, you are **not** releasing Red's BBQ or any other person or entity from claims for workers' compensation, unemployment, or disability benefits or any other claims not released as a part of this Settlement and that cannot be lawfully released.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded from the Settlement.

13. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing at all, you will be mailed a check with your share of the Settlement so long as the Court gives its *final* approval to the Settlement and the Settlement Administrator has your current address. You will need to keep the Settlement Administrator apprised of address updates to receive a check. Settlement checks may not be mailed until more than one (1) year after this notice is mailed. Settlement checks will be mailed to your last known address. If you want your Settlement check to be mailed to a different address, you will need to update your address with the Settlement Administrator PHOENIX CLASS ACTION ADMINISTRATION, P.O. Box 7208, Orange, CA 92863, (800) 523-5773 You will be legally bound by all of the Order the Court issues and judgments the Court makes with respect to this Settlement.

If for any reason the Court decides not to give final approval to the Settlement, the Settlement will be void and you will not receive your share of the Settlement. You will also retain any rights you may have had if Plaintiff's lawsuit had never been filed. Under the terms of the Settlement, if the Court does not give final approval to the Settlement for any reason, the parties to the lawsuit will continue with the lawsuit.

14. HOW DO I ASK THE COURT TO EXCLUDE ME FROM THE SETTLEMENT IF I DO NOT WANT TO PARTICIPATE?

If you want to be excluded from the Settlement, you or your authorized representative may appear in person or you must send a Request for Exclusion Form from the Settlement to opt out of the Settlement by fax or mail which expressly states your intent to opt-out of the Settlement in *Hernan v. Lopes Inc. dba Red's BBQ & Grillery*, Case No. 56-2021-00555003-CU-OE-VTA and not receive your share of the Settlement. Your Request for Exclusion Form, 1) must contain your name and address; (2) must be signed by the you or an authorized representative; and (3) must be postmarked or faxed by the Response Deadline and returned to the Claims Administrator by fax at the specified number, or at the specified address. You must fax or mail your exclusion request, postmarked no later than November 22, 2022, to:

PHOENIX CLASS ACTION ADMINISTRATION
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

If you send a Request for Exclusion Form to the Settlement Administrator at the address listed above within the deadline identified above, you will not be eligible to receive any of the benefits for the Class Action under the Settlement. **You will not receive a settlement payment from the Class Action.** You will, however, retain whatever legal rights you may have to bring your own individual claim against Defendants. Finally, this request for exclusion will not apply to your PAGA portion of the Settlement and you will receive your portion of the PAGA payment regardless of your request for exclusion and be bound by the PAGA release if the Settlement is approved.

15. CAN I OBJECT TO THE SETTLEMENT?

Yes. If you do not opt out of the Settlement, you may object to the Settlement either personally or through an attorney at your own expense, by mailing a written Notice of Objection to the Settlement Administrator at the address set forth above in Part 14. Your Notice of Objection must contain (1) the name and case number of the Action: *Hernan v. Lopes Inc. dba Red's BBQ & Grillery, Case No. 56-2021-00555003-CU-OE-VTA*; (2) your full name; (3) your dates of employment; and; (3) whether you intend to appear at the Final Approval Hearing; and (4) your signature or your authorized representative's signature.

All objections must be mailed or faxed to the Claims Administrator, no later than November 22, 2022. You have a right to appear at the Final Approval Hearing, with or without an attorney, regardless of whether you submitted a Notice of Objection in order to have your objection(s) heard by the Court. Even if you do not personally appear or through an attorney, the Court will still consider your objection.

If you mail a timely objection and a timely request for exclusion, you will be treated as an opt out of the Settlement, and if the Court gives its final approval to the Settlement you will NOT receive a share of the Settlement and you will NOT be subject to the release described in section 14. Even if you are excluded from the Class Settlement, you will still receive a portion of the PAGA Settlement based on a proportion of the number of workweeks during the PAGA period.

THE LAWYERS IN THIS CASE

16. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys for Plaintiff & the Class
("Class Counsel") Are:

Kevin Mahoney (SBN: 235367)

kmahoney@mahoney-law.net

Berkeh Alemzadeh (SBN: 324834)

balem@mahoney-law.net

MAHONEY LAW GROUP, APC

249 East Ocean Boulevard, Suite 814

Long Beach, CA 90802

Telephone: (562) 590-5550

Facsimile: (562) 590-8400

17. SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. You may retain your own lawyer at your own expense. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

18. HOW WILL THE LAWYERS BE PAID?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. The fees and expenses that the Parties have agreed that Class Counsel may request are identified above at Part 9. If the Court grants Class Counsels' request, the fees and expenses will be deducted from the Gross Settlement Value.

IMPORTANT FUTURE DATES

19. WHAT HAPPENS NEXT?

The Court has scheduled a Final Approval Hearing for January 9, 2023, at 8:30 a.m. at the Ventura County Superior Court, Department 40, located at 800 South Victoria Avenue, Ventura, CA 93009. At the Final Approval Hearing, the Court will decide whether or not to grant final approval of the Settlement. At the same place and immediately following the Final Approval Hearing, the Court will also rule on the Settlement Class Representative's request for attorney's fees, litigation costs, and incentive award. You have the right, but are not required, to appear personally or through an attorney of your choosing, at your own expense, to object to or express your views regarding the Settlement and the requested attorney's fees, costs and service award. If the Court grants final approval of the Settlement, the Complaint; the Second Amended and Joint Stipulation of Class Action/PAGA Settlement and Release; the Notice of the Entry of Judgment; and Plaintiff's counsel's Motion for fees, costs and enhancement will be posted on the Settlement Administrator's website at www.phoenixclassaction.com/lopes-dba-reds-bbq/

GETTING MORE INFORMATION

20. ARE MORE DETAILS AVAILABLE?

This Notice only summarizes the Action, the Settlement, and other related matters. There are a variety of ways that you can request more information.

- You may refer any questions about the lawsuit and the Settlement by calling Class Counsel MAHONEY LAW GROUP, APC, at (562) 590-5550. You may also email Class Counsel Kevin Mahoney at kmahoney@mahoney-law.net or Berkeh Alemzadeh at balem@mahoney-law.net.
- You may refer any questions about the lawsuit and the Settlement by contacting the Settlement Administrator, PHOENIX CLASS ACTION ADMINISTRATION, at (800) 523-5773 and www.phoenixclassaction.com/lopes-dba-reds-bbq/
- You may visit www.phoenixclassaction.com/lopes-dba-reds-bbq/ to view documents filed in this matter, including the Complaint, Joint Stipulation of Class Action/PAGA Settlement and Release, Motion for Preliminary Approval and accompanying papers, Motion for Final Approval and accompanying papers and Notice of Entry of Judgment in this case. If the Court grants final approval to the Settlement, this website will also have copies of all papers filed by Class Counsel in support of their Motion for Final Approval of Class Action Settlement and the Court's Order Granting Final Approval of Class Action Settlement.
- You may also access the Court's docket to view all documents filed in this matter at: www.sfsuperiorcourt.org/online-services.
- If your address changes or is different from the one on the envelope enclosing this Notice, please promptly notify the Claims Administrator at (800) 523-5773.

PLEASE DO NOT CONTACT OR WRITE THE COURT, THE DEFENDANT, OR DEFENDANT'S ATTORNEYS FOR INFORMATION REGARDING THIS NOTICE REQUEST FOR EXCLUSION FORMOR THE SETTLEMENT.