

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

LAUREN LEBARRE,

Plaintiff,

v.

**ROWTOWN, INC., a corporation; OBSIDIAN HR,
INC., a corporation; and DOES 1-100, inclusive,**

Defendants.

Case No.: 21CV002021

**NOTICE OF PENDENCY OF
CLASS ACTION, PROPOSED
SETTLEMENT OF CLASS ACTION,
AND NOTICE OF HEARING ON
MOTION FOR FINAL APPROVAL OF
PROPOSED CLASS ACTION
SETTLEMENT**

IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY. YOU ARE NOT BEING SUED.

TO: Persons who were employed by Rowtown, Inc. (“Rowtown” or “Defendant”) at any time between June 23, 2017, to October 5, 2022:

This is a notice of settlement of a class action lawsuit. You are receiving this notice because the records reflect that you may be a class member who is entitled to receive a payment under the terms of this class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will receive a payment from the Settlement.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you must submit a written election not to participate know as an “opt-out.” If you opt out you will not be bound by the Settlement and will not receive a payment.
OBJECT	You may write to the Claims Administrator about why you do not like the Settlement. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
GO TO A HEARING	Write to the Claims Administrator and ask to speak to the Court about why you do not like the Settlement.

Your options are explained more fully below. The deadline to opt-out or object is December 15, 2022. Rowtown will not retaliate against you regarding this Settlement, whether you do nothing, ask to be excluded, file an objection, or go to the hearing.

1. WHY DID I RECEIVE THIS NOTICE?

The Parties have agreed to settle this class action lawsuit. Rowtown’s records indicate that you are a member of the Class. If the Court approves the proposed settlement, your legal rights may be affected.

2. WHAT IS THIS LAWSUIT ABOUT?

Lauren LeBarre (“Plaintiff”) filed this lawsuit on June 23, 2021, in Monterey County Superior Court against Rowtown, Inc. (“Defendant”), and named Obsidian HR, Inc. as a co-defendant. On August 17, 2021, Plaintiff filed a First Amended Complaint (“FAC”) in this lawsuit. Defendant denies the claims in the lawsuit and filed an Answer to the First Amended Complaint denying such claims. Plaintiff is represented by Mayall Hurley P.C. The Court has appointed Mayall Hurley P.C. (“Class Counsel”) as attorneys for the Class in connection with the proposed settlement.

By her FAC, Plaintiff alleges that she and other nonexempt employees of Defendant in California were not paid overtime at the correct rate, were not paid sick leave at the correct rate, were not provided with rest or meal periods (or paid premiums at the correct rate), were not furnished with accurate wage statements, and were not paid all wages due upon severance of employment. Defendant denies Plaintiff’s allegations and denies any liability or wrongdoing of any kind. The Court has made no determination about the merits of Plaintiff’s claims, or the defenses asserted by the Defendant. The proposed class action settlement agreement does not constitute any admission of liability by Defendant.

3. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?

A. Who are the Class Members?

The proposed settlement covers the claims of a certain current and former employees of Defendant (“Class Members” or the “Class”). The Class consists of all current and former employees of Rowtown, Inc. in California who were employed at any time between June 23, 2017, and October 5, 2022. There are approximately 82 Class Members.

B. What does it mean to be a Class Member?

If you are a Class Member as defined above, you are automatically a Participating Class Member unless you opt out (i.e., exclude yourself from the Settlement by following the procedures set forth in this Notice). Participating Class Members are entitled to a share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Individuals who opt out will not be bound by the Settlement and will not receive a payment.

4. WHAT ARE THE TERMS OF THE SETTLEMENT?

The proposed Settlement was agreed upon between Defendant and Class Counsel following the exchange of relevant information and investigation. Plaintiff and Class Counsel have concluded, considering the risks and costs of further litigation, and substantial benefits to be received pursuant to the Settlement, that the Settlement is fair, adequate, and in the best interest of the Class. The Monterey County Superior Court, by and through the Honorable Thomas W. Wills, approved the settlement on a preliminary basis on October 5, 2022.

A. Overall Summary of the Settlement Terms.

Defendant will pay \$75,000 (“Gross Settlement Amount”) to settle this case. The Gross Settlement Amount includes payments to Participating Class Members, the fees and costs of the Settlement Administrator, the Service Payment to Plaintiff, and Class Counsel’s attorneys’ fees and costs.

B. What Can Participating Class Members Expect to Receive?

From the Gross Settlement Amount, the following shall be deducted:

- i. The Court-approved fees and costs of the Claims Administrator;
- ii. The Court-approved Service Payment to the Class Representative; and
- iii. The Court-approved fees and costs of Class Counsel.

The remaining amount after all such deductions is the Net Settlement Amount. Each Participating Class Member’s share of the Net Settlement Amount will be calculated based on the number of wage statements he or she received during the Class Period as a percentage of the total number of wage statements received by all Participating Class Members. The total number of wage statements received by each Participating Class Member and the total number of wage statements received by the Class shall be determined based on Defendant’s records.

The Parties estimate that the *average* payment to each Participating Class Member will be approximately \$____. However, individual payments will vary, and it will not be possible to determine the precise amount of any payment to any Participating Class Member until the deadline for Class Members to opt out has expired, the Settlement Administrator has determined how many Participating Class Members there are, and the Court has granted final approval of the Settlement.

C. **Costs of Claims Administrator.**

The Parties have agreed to employ Phoenix Settlement Administrators to serve as Settlement Administrator. The Settlement Administrator's fees and costs for administering the Settlement, to be no more than \$5,950, if approved by the Court, will be paid out of the Gross Settlement Amount.

D. **Service Payment to Class Representative.**

Plaintiff has been approved by the Court to serve as Class Representative. As Class Representative, Plaintiff is entitled to a payment for his services to the Class, if approved by the Court. Plaintiff will request that the Court approve a payment of \$3,000, or 4% of the Gross Settlement Amount for her services as Class Representative.

E. **Class Counsel's Fees and Costs.**

Class Counsel is entitled to attorney's fees and costs for representing the Class, subject to Court approval. Class Counsel will request that the Court approve attorneys' fees of one-third of the Gross Settlement Amount, or \$25,000, and reimbursement of litigation costs of up to \$10,000.

5. **WHAT ARE MY RIGHTS AND OPTIONS?**

If you are a Class Member as defined above, you have the following rights and options under the proposed Settlement:

Option 1 – Do Nothing and Receive Your Payment

If you take no further action, you will be a Participating Class Member, will be represented by Class Counsel, and will have the right to a share of the Net Settlement Amount. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released your claims against Defendant and the other Releasees. As a Participating Class Member, you will not be charged for the services of Class Counsel.

Option 2 – Exclude Yourself From the Settlement

If you are a Class Member but do not want to participate in the settlement, you may exclude yourself by opting out. If you choose to opt out, you will lose any right to participate in the settlement and you will not be eligible to claim a share of the settlement. You will be free to pursue any claims you may have against Defendant on your own behalf, but Class Counsel will not represent you.

In order to opt-out, you must notify the Claims Administrator in writing, at the address listed below. In order to be effective, your opt-out must be postmarked or delivered to the Claims Administrator no later than December 15, 2022, and must be signed, contain your full name, current home (or mailing address), the last four digits of your Social Security number, and written affirmation of your desire to opt-out containing the following or substantially similar language: "I elect to opt out of the *LeBarre v. Rowtown, Inc.* class action settlement."

Option 3 – Object to the Terms of the Settlement

If you exclude yourself from the settlement, you will not receive any payment from the settlement fund.

If you wish to object to the settlement because you believe it is unfair, unreasonable, or inadequate, you may file an objection stating why you object to the settlement. Your objection must (a) state the case name and number (*LeBarre v. Rowtown, Inc. et al.*, Case No. 21CV002021), (b) include your full name, address, telephone number, and the last four digits of your Social Security Number, (c) concisely state the grounds for your objection, (d) whether you would like to appear at the Final Approval Hearing, and (e) be filed in writing with the Claims Administrator at the address listed below. To be timely, your objection must be postmarked or delivered to the Claims Administrator on or before on or before December 15, 2022.

Objecting to the settlement, without exercising your right to opt out of the settlement, will **not** exclude you from the settlement.

Option 4 – Attend the Final Approval Hearing

You also may appear at the Final Approval Hearing, at the time and place indicated below and at your own expense, to discuss your objection with the Court. You may be represented by your own attorney at the final approval hearing at your

own expense.

6. WHAT AM I GIVING UP IF I DO NOT OPT OUT OF THE SETTLEMENT?

Each Participating Class Member releases and waives the following claims against Defendant and other Releasees (defined in the Settlement Agreement):

Any and all claims based upon Plaintiff's allegations supporting the first through eighth causes of action of the First Amended Complaint and all derivative claims related thereto arising from the facts alleged in the First Amended complaint, including but not limited to, all claims for alleged (a) failure to properly calculate and pay overtime, (b) failure to properly calculate and pay sick leave, (c) failure to provide rest and meal periods and failure to pay premiums for non-compliant rest or meal periods at the correct rate, (d) failure to furnish accurate itemized wage statements, (e) impermissible taking of tips, (f) unfair business practices, and (g) all waiting time penalties arising from the claims asserted in the First Amended Complaint, whether known or unknown, suspected or unsuspected, that existed or came into existence between June 23, 2017, and October 5, 2022.

If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have released these claims.

7. HOW DO I RECEIVE A PAYMENT?

All Class Members will receive a payment under this Settlement unless they opt out. If you are a Class Member and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to the Settlement Administrator, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

8. WHEN IS THE COURT HEARING AND WHAT IS IT FOR?

The Court will hold the Final Approval Hearing in Department 15 of the Superior Court of California, County of Monterey, Administration Building, 1200 Aguajito Road, Monterey, CA 93940 on February 24, 2023, at 8:30 a.m., to determine whether the settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve the fees and costs of the Claims Administrator and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to participate in the settlement.** If you want to be heard orally in support of or in opposition to the settlement, either personally or through counsel, you must comply with the procedures set forth above.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. However, any Class Member who indicated in their Notice of Objection their intention to appear at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Joint Stipulation of Class Action Settlement Agreement and Release, which is on file with the Civil Clerk. The Class Action Settlement Agreement and Release, as well as the pleadings and other records in this litigation, may be examined at any time between 8:00 a.m. and 3:30 p.m., Monday through Friday, excluding Court Holidays, in the Civil Clerk's Office, Superior Court of California, County of Monterey, 1200 Aguajito Road, Monterey, CA 93940.

If you have questions about the Settlement, you may contact Class Counsel, or the Claims Administrator as follows:

Class Counsel	Claims Administrator
<p>Robert J. Wasserman, Esq. John P. Briscoe, Esq. Mayall Hurley P.C. 2453 Grand Canal Blvd. Stockton, CA 95242 Telephone: (209) 477-3833 Email: jbriscoe@mayallaw.com</p>	<p><i>LeBarre v. Rowtown, Inc.</i> c/o Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773 Facsimile: (949) 209-2503 Email: notice@phoenixclassaction.com</p>

Additionally, the Claims Administrator has a website at which information regarding this Class Action can be found. That website can be found at www.phoenixclassaction.com/rowtown/.

The pleadings and other records in this litigation may be examined online on the Monterey County Superior Court’s website, at <https://portal.monterey.courts.ca.gov/search>. After arriving at the website, click the “Case Number Search” link, then enter 21CV002021 as the case number and click “SEARCH.” Images of every document filed in the case may be viewed through the “Register of Actions” at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS’ ATTORNEYS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

THE COURT HAS APPROVED THIS NOTICE.