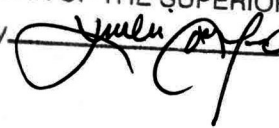


**FILED**  
ALAMEDA COUNTY

FEB 28 2023

CLERK OF THE SUPERIOR COURT

By  Deputy

DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
HALINA E. SZYMANSKI (SBN 341183)  
**JUSTICE LAW CORPORATION**  
751 N. Fair Oaks Ave., Suite 101  
Pasadena, California 91103  
Telephone: (818) 230-7502  
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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

SAMYRA MCCREA, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

ROCKRIDGE MARKET HALL, LLC dba  
MARKET HALL FOODS, a California limited  
liability company; SARA ELIZABETH  
WILSON, ANTHONY GORDON WILSON,  
and PETER SYDNEY WILSON dba MARKET  
HALL FOODS, a general partnership;  
MARKET HALL FOODS, a general  
partnership; and DOES 6 through 100,  
inclusive;

Defendants.

Case No.: 22CV005647

Assigned for All Purposes to:  
Honorable Evelio Grillo  
Department 21

**CLASS ACTION**

**AMENDED ~~PROPOSED~~ ORDER  
PRELIMINARILY APPROVING CLASS  
ACTION SETTLEMENT AND SETTING  
HEARING FOR FINAL APPROVAL OF  
SETTLEMENT**

**[Reservation ID: 007881192730]**

Hearing Date: February 22, 2023  
Hearing Time: 10:00 a.m.  
Hearing Place: Department 21

Complaint Filed: January 20, 2022  
FAC Filed: May 10, 2022  
Trial Date: None Set

1 The Court, having read and considered the papers filed in support of the motion, the proposed  
2 settlement documents, the arguments of counsel, and good cause appearing therefore;

3 **IT IS HEREBY ORDERED:**

4 1. This Order incorporates by reference the definitions in the Amended Class Action and  
5 PAGA Settlement Agreement (“Agreement” or “Settlement”), and all terms defined therein shall have  
6 the same meaning in this Order as set forth in the Agreement.

7 2. It appears to the Court on a preliminary basis that the Agreement is fair, adequate, and  
8 reasonable. The Court recognizes the value of the monetary recovery provided to all Class Members  
9 and finds such recovery is fair, adequate, and reasonable when balanced against further litigation. It  
10 appears the Parties have conducted significant investigation, discovery, and research such that both  
11 Parties’ counsel are able to reasonably evaluate their respective positions at this time. It further appears  
12 that the Agreement, at this time, will avoid substantial additional costs by all Parties and avoid the risks  
13 and delay inherent in further prosecution. It appears that the Parties reached the Agreement as the result  
14 of intensive, serious, and non-collusive arm’s-length negotiations facilitated by an experienced and  
15 neutral mediator. Thus, the Court finds, on a preliminary basis, that the Agreement appears to be within  
16 the range of reasonableness of a settlement that could be given Final Approval by this Court.  
17 Accordingly, the Motion for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

18 3. The following persons are conditionally certified as “Class Members,” “Settlement  
19 Class Members,” or the “Class” for Settlement purposes only: all current and former non-exempt  
20 employees who have been employed by Rockridge Market Hall, LLC dba Market Hall Foods; Sara  
21 Elizabeth Wilson, Anthony Gordon Wilson, and Peter Sydney Wilson dba Market Hall Foods; and  
22 Market Hall Foods (“Defendants”) in California at any time during the period from January 20, 2018  
23 through November 22, 2022 (“Class Period”). By extension, “Participating Class Members” means all  
24 Class Members who do not submit a valid and timely Request for Exclusion from the Settlement.

25 4. The “Aggrieved Employees” means all current and former non-exempt employees who  
26 have been employed by Defendants in California at any time during the period from January 12, 2021,  
27 through November 22, 2022 (“PAGA Period”).  
28

1           5.       The proposed Class satisfies the certification requirements of a class because the Class  
2 Members are readily ascertainable, and a well-defined community of interest exists in the questions of  
3 law and fact. If the Settlement does not become final and effective, the fact that the Parties were willing  
4 to stipulate to certification of the Class as part of the Settlement shall have no bearing on and shall not  
5 be admissible or used in any way in connection with the question of whether the Court should certify  
6 any claims in a non-settlement context in this case or in any other lawsuit.

7           6.       Plaintiff Samyra McCrea ("Plaintiff") is appointed as the Class Representative. In  
8 addition, Douglas Han, Shunt Tatavos-Gharajeh, and Halina E. Szymanski of Justice Law Corporation  
9 are appointed as Class Counsel.

10          7.       The Parties' proposed notice plan is constitutionally sound and hereby approved as the  
11 best notice practicable. The proposed amended Court Approved Notice of Class Action and PAGA  
12 Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached hereto as **Exhibit A**,  
13 is sufficient to inform Class Members of the terms of the Agreement, their rights to receive monetary  
14 payments under the Agreement, and the date and location of the Final Approval Hearing. In addition,  
15 the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (a) the nature of  
16 the action, the definition of the Class, the identity of Class Counsel, and the material terms of the  
17 Agreement; (b) Plaintiff's and Class Counsel's applications for the Class Representative Service  
18 Payment and requests for the Class Counsel Fees Payment and Class Counsel Litigation Expenses  
19 Payment; (c) the formulas used to determine each Participating Class Member's and each Aggrieved  
20 Employee's Individual Class Payment and Individual PAGA Payment, respectively; (d) Class  
21 Members' right to appear through counsel if they desire; (e) how to object to the Agreement or submit  
22 a Request for Exclusion from the Agreement if a Class Member wishes to do so; and (f) how to obtain  
23 additional information regarding this case and the Agreement. The Court finds that the notice  
24 requirements of California Rules of Court, Rule 3.769, subdivision (f) are satisfied and the Class Notice  
25 adequately advises Class Members of their rights under the Agreement. The Parties' counsel are  
26 authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent  
27 they are found or needed. But such corrections must not materially alter the substance of the Class  
28

1 Notice and other notice documents.

2 8. The rights of any potential dissenters to the Settlement are adequately protected in that  
3 dissenters may exclude themselves from the Settlement of the Participating Class Members' Released  
4 Class Claims. However, to do so, dissenters to the Settlement must follow the procedures outlined in  
5 the Settlement and Class Notice. The amended Election Not To Participate In ("Opt Out From") Class  
6 Action Settlement ("Exclusion Form") is attached hereto as **Exhibit B**. The Class Notice and Exclusion  
7 Form are collectively known as the "Notice Packet."

8 9. The Court finds that the notice of settlement Plaintiff provided to the California Labor  
9 and Workforce Development Agency satisfies the notice requirements of Labor Code section 2698, *et*  
10 *seq.* (PAGA).

11 10. The Court preliminarily approves the settlement of claims under Labor Code section  
12 2698, *et seq.* (PAGA), according to the terms and conditions in the Agreement.

13 11. To the extent permitted by law, pending a determination as to whether the Agreement  
14 should be finally approved, Class Members, whether directly, representatively, or in any other capacity,  
15 whether or not such persons have appeared in this case, shall not institute or prosecute any of the  
16 Released Class Claims or Released PAGA Claims against the Released Parties.

17 12. Phoenix Settlement Administrators ("Phoenix") is appointed to act as the  
18 Administrator, pursuant to the terms set forth in the Agreement. Phoenix is ordered to carry out  
19 settlement administration according to the terms of the Agreement and in conformity with this Order.

20 13. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval  
21 of the Settlement, Defendants will provide Phoenix with the Class Data. The Class Data shall be  
22 formatted as a Microsoft Excel spreadsheet and shall include Class Member identifying information in  
23 Defendants' possession including the Class Member's name, last-known mailing address and telephone  
24 number, Social Security number, and number of Workweeks and/or Pay Periods as reflected in  
25 Defendants' records.

26 ///

27 ///



1           14.     Using best efforts to perform as soon as possible, within fourteen (14) calendar days  
2 after receiving the Class Data, Phoenix will send to all Class members identified in the Class Data, via  
3 First Class U.S. Mail, the Notice Packet. Before mailing Notice Packets, Phoenix shall update Class  
4 Members' addresses using the National Change of Address Database.

5           15.     No later than three (3) business days after Phoenix's receipt of any Notice Packet  
6 returned by the USPS as undelivered, Phoenix shall re-mail the Notice Packet using any forwarding  
7 address provided by the USPS. If the USPS does not provide a forwarding address, Phoenix shall  
8 conduct a Class Member Address Search, and re-mail the Notice Packet to the most current address  
9 obtained. A Class Member Address Search means Phoenix's investigation and search for current Class  
10 Member mailing addresses using all reasonably available sources, methods and means including, but  
11 not limited to, the National Change of Address Database, skip traces, and direct contact by Phoenix  
12 with Class Members. Phoenix has no obligation to make further attempts to locate or send notice to a  
13 Class Member whose Notice Packet is returned by the USPS a second time. The deadlines for Class  
14 Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion  
15 will be extended an additional fourteen (14) calendar days beyond the forty-five (45) days otherwise  
16 provided in the Class Notice for all Class Members whose Notice Packets are re-mailed.

17           16.     The procedures and 45-day deadline for Class Members to request exclusion from the  
18 Settlement, object to the Settlement, and challenge the number of Workweeks and/or Pay Periods  
19 allocated to the Class Member in the Class Notice is adopted as described in the Agreement. Any Class  
20 Member who intends to request exclusion from the Settlement must submit an Exclusion Form to  
21 Phoenix by fax, email, or mail in accordance with the terms of the Agreement. Similarly, any Class  
22 Member who intends to object to the class portion of the Settlement must either submit a written  
23 objection to Phoenix by fax, email, or mail, or appear in Court to present verbal objections at the Final  
24 Approval Hearing, in accordance with the terms of the Agreement. Any Class Member who intends to  
25 challenge the allocation of Workweeks and/or Pay Periods must do so by communicating with the  
26 Administrator by fax, email, or mail in accordance with the terms of the Agreement.

27     ///  
28

1           17.    The Parties are ordered to carry out the Settlement according to the terms of the  
2 Agreement.

3           18.    A Final Approval Hearing will be held on \_\_\_\_\_ at \_\_\_\_ a.m./p.m., to  
4 determine whether the Agreement should be granted Final Approval as fair, reasonable, and adequate.  
5 The Court reserves the right to continue the date of the Final Approval Hearing without further notice  
6 to the Class Members. The Court retains jurisdiction to consider all further applications arising out of  
7 or in connection with the Agreement.

8           19.    Pending further orders of this Court, all proceedings in this matter, except those  
9 contemplated in this Preliminary Approval Order and in the Agreement, are stayed.

10 ///

11 ///

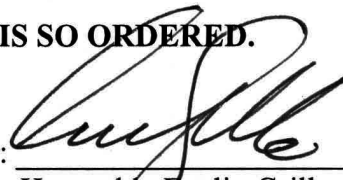
12 ///

20. The proposed dates for future events contemplated herein and under the Settlement are set forth below:

a.	Deadline for Defendants to deliver Class Data to Administrator	Within fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement: _____
b.	Deadline for Administrator to mail the Notice Packet to Class Members	Within fourteen (14) calendar days after receiving the Class Data: _____
c.	Deadline for Class Members to send requests for exclusion from or written objections to the Settlement or challenges to the information provided in their Notice Packets to the Administrator	Within forty-five (45) calendar days from the initial mailing of the Notice Packet: _____
d.	Deadline for Class Members to send requests for exclusion from or written objections to the Settlement or challenges to the information provided in their Notice Packets to the Administrator if they receive remailed Notices Packets	Within an additional fourteen (14) calendar days from the original Response Deadline: _____
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Within sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005: _____
f.	Deadline for Class Counsel to file Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Within sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005: _____
g.	Final Approval Hearing and Final Approval	_____, 2023 at ___ a.m./p.m. in Department 21

IT IS SO ORDERED.

Dated: February 26, 2023

By:   
Honorable Evelio Grillo  
Judge of the Alameda County Superior Court

# **EXHIBIT A**

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA  
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

*McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.*

Case No. 22CV005647

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***The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

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**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Rockridge Market Hall, LLC dba Market Hall Foods, Sara Elizabeth Wilson, Anthony Gordon Wilson, and Peter Sydney Wilson dba Market Hall Foods, and Market Hall Foods (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by Samyra McCrea (“Plaintiff”)—who is a former employee of Defendants—and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendants in California during the Class Period (January 20, 2018 to November 22, 2022); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Defendants in California during the PAGA Period (January 12, 2021 to November 22, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you do or don't act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants and requires the State of California (including the LWDA) to give up its right to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have


two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and, if you are also an Aggrieved Employee, PAGA Period penalty claims on behalf of the State of California (including the LWDA), against Defendants.

(2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

**Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and, if you are also an Aggrieved Employee, an Individual PAGA Payment. In exchange, you will give up your right to assert the Class Period wage claims and, if you are also an Aggrieved Employee, the PAGA Period penalty claims on behalf of the State of California, against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA Claims, respectively).
<b>You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is</b> 	<p>If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims on behalf of the State of California (defined below).</p>



<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by</b> _____</p>	<p>All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p><b>You Can Participate in the</b> _____  <b>Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b>  <b>Written Challenges Must be Submitted by</b> _____</p>	<p>The amount(s) of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks during the Class Period during which you worked at least one day (“Workweeks”) and how many pay periods during the PAGA Period during which you worked at least one day (“Pay Periods”), respectively. The number(s) of Workweeks and Pay Periods (if any) you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, failing to provide meal and rest periods or pay premium wages in lieu thereof, failing to pay minimum wages, failing to timely pay final wages, issuing non-compliant wage statements, failing to reimburse business expenses, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Justice Law Corporation (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an

effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendants Will Pay \$1,200,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the first 50% of the Gross Settlement within 30 days after Settlement becomes final. Defendants will fund the second 50% of the Gross Settlement 90 days after they fund the first 50%. The Settlement will be final on the date the Court has entered its Final Approval and Judgment approving the Settlement, or if there are timely objections to the Settlement and they are not withdrawn, then on the date the Judgment becomes final and is no longer subject to any appellate proceeding in court.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$400,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000.00 to Plaintiff Samyra McCrea as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment will be the only monies Samyra McCrea will receive other than Samyra McCrea's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$25,000.00 to the Administrator for services administering the Settlement.
  - D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA

Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on the number of Pay Periods they worked during the PAGA Period.

**Participating Class Members have the right to object to any of these deductions.  
The Court will consider all objections.**

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their number of Workweeks they worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to interest, penalties, and other non-wage amounts sought in the Action ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). Settlement checks will be mailed in two rounds. The Administrator will mail the first round of checks within 15 days after Defendants fund the first 50% of the Gross Settlement. If you don't cash your first check by the void date, your check will be automatically canceled, and the monies will flow back to the Gross Settlement for distribution to the Participating Class Members based on the number of Workweeks they worked during the Class Period. The Administrator will mail the second round of checks within 15 days after Defendants fund the second 50% of the Gross Settlement. If you don't cash your second check by the void date, your check will be automatically canceled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization ("cy pres"), Legal Aid at Work.
6. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. To request exclusion from the Class Settlement, you may use the "Election Not to Participate In ("Opt Out" From)

Class Action Settlement” form (“Exclusion Form”) mailed to you along with this Notice, or you may mail the Administrator a letter including the same information. The Request for Exclusion should be from a Class Member or his/her representative and should set forth the Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants. You cannot opt out of the PAGA portion of the Settlement. Aggrieved Employees who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims on behalf of the State of California against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges to Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer-side payroll taxes, all Participating Class Members will be legally barred from asserting any of the Class Period claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release and discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description arising during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, arising out of and based on the following categories of claims that were specifically alleged, could have been alleged, or are in substance the same as those specifically alleged in the operative complaint or reasonably related to the factual allegations pled therein: (a) any and all claims for failure to pay wages and overtime under California Labor Code sections 510 and 1198; (b) any and all claims for meal period liability under California Labor Code sections 226.7 and 512(a); (c) any and all claims for rest break liability under California Labor Code section 226.7;



(d) any and all claims for failure to pay minimum wages under California Labor Code sections 1194 and 1197; (e) any and all claims for failure to pay final wages in a timely manner under California Labor Code sections 201 and 202; (f) any and all claims for noncompliant wage statements under California Labor Code section 226(a); (g) any and all claims for unreimbursed business expenses under California Labor Code sections 2800 and 2802; and (h) any and all claims for violation of Business & Professions Code section 17200, *et seq.*, related only to the above alleged claims.

Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. State of California's Release. After the Court's judgment is final, and Defendants have fully funded the Gross Settlement and separately paid all employer-side payroll taxes, the State of California (including the LWDA) will be legally barred from asserting PAGA claims against Defendants. Consistent with this release, no one (including any Aggrieved Employee) may assert PAGA claims as agent and proxy of the State of California against Defendants. This means that all Aggrieved Employees, including both Participating Class Members and Non-Participating Class Members, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities on behalf of the State of California, based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The State of California will be bound by the following release:

Plaintiff as agent and proxy of the State of California, and the State of California itself (including the LWDA, and any individual seeking to serve as agent and proxy of the State of California), shall release and discharge and be barred from asserting any and all claims for PAGA penalties arising during the PAGA Period that were specifically alleged, could have been alleged, or are in substance the same as those specifically alleged based on the PAGA Period facts stated in the operative complaint and the PAGA Notice and ascertained in the course of the Action, including violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004) against the Released Parties.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the Participating Class Member's Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the Aggrieved Employee's Pay Periods.

3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Challenges will be resolved initially by the Administrator, subject to final resolution by the Court, if necessary. Prior to any resort to the Court, Class Counsel and Defense Counsel will confer in good faith in an attempt to resolve the dispute.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, two rounds of Individual Class Payment checks to every Participating Class Member.
2. Aggrieved Employees. The Administrator will send, by U.S. mail, two rounds of Individual PAGA Payment checks to every Aggrieved Employee.

**Your checks will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit the Exclusion Form mailed to you along with this Notice or a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.*, Case No. 22CV005647, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). You, or your representative, must make the request. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your Request for Exclusion by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among



other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [REDACTED] for free, or on the Court's website, [www.alameda.courts.ca.gov](http://www.alameda.courts.ca.gov), for a fee.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.*, Case No. 22CV005647, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his/her own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 21 of the Superior Court of California, County of Alameda, Rene C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendants and Plaintiff promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Douglas Han  
Email Address: info@JusticeLawCorp.com  
Name of Firm: Justice Law Corporation  
Mailing Address: 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103  
Telephone: (818) 230-7502

Administrator:

Name of Company: Phoenix Settlement Administrators  
Email Address:  
Mailing Address:  
Telephone:  
Fax Number:

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# **EXHIBIT B**

**ELECTION NOT TO PARTICIPATE IN ("OPT OUT" FROM) CLASS ACTION SETTLEMENT**

Superior Court of the State of California, County of Alameda  
*McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.*  
Case No. 22CV005647

**ONLY SIGN AND MAIL THIS DOCUMENT IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE AN INDIVIDUAL CLASS PAYMENT FROM THE CLASS PORTION OF THE SETTLEMENT.**

**This document must be postmarked no later than \_\_\_\_\_, 2022 and sent via U.S. Mail to:**

Rockridge Market Hall, LLC dba Market Hall Foods et al. Settlement Administrator, C/O Phoenix  
Settlement Administrators  
[Insert Administrator Address]  
[City, State ZIP]

**By signing and mailing this form to exclude yourself from the class portion of the settlement, you are agreeing to and confirming the following:**

It is my decision not to participate in the class portion of the settlement in *McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods et al.*. I understand that by excluding myself from the class portion of the settlement, I will not release the Released Class Claims and will not receive an Individual Class Payment. However, if I am an Aggrieved Employee and qualify for an Individual PAGA Payment, I will give up my right to assert the Released PAGA Claims on behalf of the State of California against Market Hall Foods and will be mailed my Individual PAGA Payment, regardless of whether I timely and validly exclude myself from the class portion of the settlement.

I confirm that I am and/or was employed by Market Hall Foods as a non-exempt employee in California during the time period from January 20, 2018, through November 22, 2022. I confirm that I have received and reviewed the "Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval" in this action. I have decided to be excluded from the class portion of the proposed settlement, and I have decided **not** to participate in the class portion of the proposed settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Last Four Digits of Social Security Number)

\_\_\_\_\_  
(Type or print name and any former name(s) if applicable)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address continued)