

LEGAL NOTICE:

If you were employed in California by Burke Williams, Inc. or BW Supplies, LLC as an esthetician at any time between November 12, 2018 and November 3, 2022, a class, collective, and representative action settlement will affect your rights

A court authorized this Notice. Minniear v. Burke Williams Inc., et al., Case No. 20STCV02154

- Two employees, Ashley Minniear and Sebrina Bow (“Plaintiffs”), sued Burke Williams, Inc. and BW Supplies, LLC (“Defendants”) on behalf of themselves and others similarly situated for the following claims: (1) failure to pay compensation for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime compensation; (4) failure to furnish accurate wage statements; (5) waiting time penalties; (6) failure to provide meal and rest periods; (7) unfair competition; and (8) penalties pursuant to the Private Attorneys General Act (“PAGA”) (the “Action”).
- The claims of Plaintiffs and the Class have been settled. The Court has preliminarily approved the settlement.
- If you qualify as a Class Member, you could receive money from the settlement.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will be paid your Individual Settlement Payment and you will give up any rights to sue for the Released Class Claims (defined below).
SUBMIT A DATA DISPUTE	Dispute the number of workweeks listed in your Notice. Receive a settlement share and give up any rights to sue for the Released Class Claims.
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement. Retain all rights you may have against Defendants with the exception of claims arising under PAGA, as explained below.
OBJECT	Write to the Court about why you don’t agree with the settlement. The Court may or may not agree with your objection.
HOW MUCH CAN I GET?	Look at page 4 of this Notice.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

1. Why Did I Get This Notice Package?

You are not being sued. Plaintiffs sued Defendants in a class, collective, and representative action on behalf of similar employees like you.

Defendants’ records show that you were employed in California by Defendants as an esthetician at some time between November 12, 2018 and November 3, 2022.

You received this Notice because you have a right to know about a proposed settlement of a class, collective, and representative action lawsuit and about your options before the Court decides whether to approve the settlement. If the Court approves it, and after any objections and appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

2. What Is This Lawsuit About?

Plaintiffs were employed in California by Defendants as estheticians at some time between November 12, 2018 and November 3, 2022. The Court has approved Plaintiffs to represent the Class.

The lawsuit alleges that Defendants engage in practices that violate California's labor and unfair competition laws. Plaintiffs seek compensation for unpaid wages, waiting time penalties, and damages and penalties. Defendants deny any liability whatsoever and deny that wages, damages, or penalties are owed, or that they acted contrary to California law or Federal law.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is Defendants' Position?

Defendants deny and continue to deny each of the claims and contentions.

Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Defendants have already spent substantial amounts of time, energy and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Class. Defendants have also taken into account the risks of further litigation in reaching their decision. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Action.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. After a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement after mediating with a neutral third party mediator. The class claims were settled because Class Counsel and the Plaintiffs believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were employed in California by Defendants as an esthetician at any time between November 12, 2018 and November 3, 2022.

7. What Does the Settlement Provide?

Class Members who do not timely submit a signed and valid Request for Exclusion will receive payments from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement Amount of \$235,000.00 available for distribution to Class Members who do not timely submit a signed and valid Request for Exclusion after deduction of the Court-approved Class Representative Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, Claims Administration Costs, and the State of California's portion of the PAGA Settlement Amount.

Deductions for Class Representative Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, Claims Administration Costs, and the PAGA Settlement Amount. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$82,250.00, which represents thirty-five percent (35%) of the Class Settlement Amount, and litigation costs estimated at \$25,000.00 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize Representative Enhancement Payments from the Class Settlement Amount in the amount of \$10,000.00 to Minniear and \$10,000.00 to Bow to compensate them for the risks, time and expense of their involvement in this Action. These payments are in addition to whatever payments Plaintiffs are otherwise entitled to as Class Members. The Claims Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members, and distributing Individual Settlement Payments. Claims Administration Costs are estimated at \$9,500.00. Finally, Class Counsel will ask the Court to approve a PAGA Settlement Payment in the amount of \$18,750.00 for claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, of which \$14,062.50 will be awarded to the State of California, and \$4,687.50 will be awarded to Class Members by adding \$4,687.50 to the Net Settlement Amount.

8. What Can I Get From the Settlement?

Each Class Member will receive approximately \$5.01 for each workweek worked in the Class Period. Defendants' records indicate that you worked approximately <<Total Pay Periods>> workweeks between November 12, 2018 and November 3, 2022. Based on these records, your estimated payment as a Class Member would be \$<<ESA Before PAGA>>.

Each Aggrieved Employee will receive approximately \$0.28 for each pay period worked in the PAGA Period. Defendants' records indicate that you worked approximately <<Total Pay Periods>> pay periods between November 12, 2018 and November 3, 2022. Based on these records, your estimated payment as an Aggrieved Employee would be \$<<PAGA Amount>>.

Class Members who do not opt-out will be paid out of the Net Settlement Amount. Twenty-five percent (25%) of each Individual Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued, and seventy-five percent (75%) will be designated for alleged interest and penalties, for which an IRS Form 1099 shall be issued, as appropriate.

If you do not timely submit a valid Request for Exclusion by the Response Deadline, you will receive your share of the Net Settlement Amount after the Court approves the settlement.

9. How Was My Share Calculated?

To determine the amount of the Net Settlement Amount to which each Class Member is entitled, the Claims Administrator used the workweek information provided by Defendants to calculate the total number of weeks worked by each Class Member ("Individual Workweeks") and the total number of weeks worked by all Class Members ("Class Workweeks") during the Class Period. To determine each Class Member's Individual Settlement Payment, the Claims Administrator used the following formula: Individual Settlement Payment = (Individual Workweeks ÷ Class Workweeks) × Net Settlement Amount.

Individual Settlement Payments are net of employee and employer portions of state and federal withholding taxes.

Individual PAGA Payments were calculated and apportioned from the Aggrieved Employees Amount based on the number of pay periods an Aggrieved Employee worked during the PAGA Period. Specific calculations of Individual PAGA Payments were made as follows: The Claims Administrator calculated the total number of pay periods worked (pay periods in which at least one day was worked) by each Aggrieved Employee ("Individual Pay Periods") and the total number of pay periods worked by all Aggrieved Employees ("Total Pay Periods") during the Class Period. To determine each Aggrieved Employees Individual PAGA Payment, the Claims Administrator used the following formula: Individual PAGA Payment = (Individual Pay Periods ÷ Total Pay Periods) × Aggrieved Employees Amount.

The workweek and pay period calculations shall be based on Defendants' records.

10. How Can I Get Payment?

You do not need to take any action to qualify for payment. However, if you dispute the number of workweeks to which you have been credited, as provided in this Notice, or the amount of your Individual Settlement Payment, you must contact the Claims Administrator to register your dispute. You must mail or fax the Claims Administrator with the details of your dispute and documentary evidence (for example, W-2s or pay stubs). The deadline for this is <<Response Deadline>>. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Class Claims described in Section 12 below).

The law protects Class Members from retaliation based on their decision to participate in a class action settlement.

11. When Would I Get My Payment?

The Court will hold the Final Approval Hearing on or about July 27, 2023 in Department 36 of the Superior Court of the State of California, County of Los Angeles, 111 North Hill Street, Los Angeles, California 90012, to decide whether to approve the settlement.

If the Court approves the settlement, your settlement share will be mailed to you within approximately 90 days from the date of final judgment, unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved, and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Class Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Class Claims. It also means that all of the Court's orders will apply to you and legally bind you.

Released Claims

Released Class Claims. Upon the final approval by the Court of the settlement, unless you submit a valid and timely Request for Exclusion, you shall be deemed to fully and finally release Defendants and their past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them ("Released Parties") of the Released Class Claims. The Released Class Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Action, as amended, arising from and/or related to the facts and claims alleged/asserted in the Action, that could have been alleged/asserted in the Action based on the facts and claims alleged in the Action, as amended during the Class Period, and the facts and claims asserted in, arising from or related to, or could have been alleged in: the PAGA letter dated November 12, 2019, which was sent to the LWDA on behalf of Minniear and other alleged Aggrieved Employees and identified on the LWDA's website as LWDA-CM-756849-19.

The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal, rest, and/or recovery period premiums; reimbursement for all necessary business expenses, including work-related cell-phone expenses and car mileage for work-related travel; payment for all hours worked, including off-the-clock work; failure to provide/furnish accurate itemized wage statements; deductions; failure to keep/maintain accurate records; failure to timely pay final wages; unlawful deductions and/or withholdings from wages; failure to provide health and safety equipment; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; for civil and statutory penalties, including wage statement and payroll reporting penalties, record keeping penalties, minimum wage penalties, penalties for personnel file violations; attorneys' fees and costs; and unfair business practices related to the Released Class Claims. The Released Class Claims also include but are not limited to all such claims arising under: California Labor Code sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 551, 552, 553, 558, 1174, 1174.5, 1175, 1182.1, 1182.3, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 *et seq.*, 2699 *et seq.*, 2699.3, 2802, 2804, and 6401; all claims arising under the California Private Attorneys General Act of 2004 ("PAGA") related to the Released Class Claims and Released Aggrieved Employee Claims; California Code of Regulations tit. 8 section 3395; all claims relating to the Released Class Claims under the California Business and Professions Code section 17200, *et seq.*; the Release shall also include all claims relating to the Released Class Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel files, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation. The Released Class Claims include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, *et seq.*; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Action and/or LWDA letter or that could have been alleged in the Action and/or LWDA letter; California

Civil Code sections 3287, 3288, 3289; California Code of Civil Procedure § 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

Released Aggrieved Employee Claims. All Aggrieved Employees, including those who timely and effectively exclude themselves from the Released Class Claims, shall nevertheless be bound by the Released Aggrieved Employee Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude themselves from the Released Class Claims shall have their PAGA claims released only for the PAGA Period. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims, rights, demands, liabilities, and causes of action, for PAGA civil penalties asserted in the Action and/or arising from, or reasonably related to the facts and claims alleged in the Amended Complaint and/or November 12, 2019 LWDA exhaustion letter identified on the LWDA's website as LWDA-CM-756849-19. Such claims, rights, demands, liabilities, and causes of action include those arising out of the following: California Minimum Wage Order (MW-2014), Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 511, 512, 516, 551, 552, 553, 558, 1174, 1174.5, 1182.1-1182.3, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1194.5, 1195, 1195.5, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, 2699.3, 2802, and 6401 ("Released Aggrieved Employee Claims").

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself (generally called "opting out") by submitting a written opt-out request to the Claims Administrator.

In order to opt out, you must (1) fax or mail a written signed statement that "I wish to opt out from the Minniear v. Burke Williams Settlement."; (2) state your full name (and former names, if any), current address, telephone number and the last four digits of your Social Security number; and (3) ensure that your signed statement is faxed or postmarked no later than June 8, 2023 ("Response Deadline").

You must sign the Request for Exclusion personally and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group. Your Request for Exclusion must be signed and returned via fax or United States first class mail postmarked no later than June 8, 2023 to:

Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

If you submit a timely and valid Request for Exclusion, then upon its receipt you shall no longer be a member of the Class, you shall be barred from participating in any portion of the settlement, you may not object and you shall receive no benefits from the settlement. However, Aggrieved Employees eligible for a portion of the PAGA Settlement Amount will receive their share of the employee portion of the PAGA Settlement Amount and will be deemed to have released the Released Aggrieved Employee Claims, regardless of whether they submit a Request for Exclusion.

If you wish, you may pursue, at your own expense, any claims you may have against Defendants. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Class Claims described in Section 12 herein).

Do not submit both an objection and Request for Exclusion. If you submit both, the Request for Exclusion will be valid, and you will be excluded from the Class.

14. When Is the Final Approval and Settlement Fairness Hearing?

The Court will hold a Final Approval Hearing in Department 36 of the Superior Court of California, County of Los Angeles, 111 North Hill Street, Los Angeles, California 90012, on July 27, 2023 at 8:30 a.m. or such other, later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Plaintiffs' Class Representative Enhancement Payments, Class Counsel's request for Attorneys' Fees and Costs, the Claims Administration Costs, and the PAGA Settlement Payment.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the final judgment will be posted on the Claims Administrator's website at <https://www.phoenixclassaction.com/minniear-v-burke-williams/>.

15. How Do I Object to the Settlement and Appear at the Final Approval and Settlement Fairness Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must mail a written objection to the Claims Administrator (at the address in Section 13 above). Any written objection must contain a statement of your objection to the settlement, accompanied by legal support, if any. Your objection must also contain your full name, address, telephone number, and signature. To be valid and effective, any objections to approval of the settlement must be faxed or postmarked no later than June 8, 2023. **DO NOT TELEPHONE THE COURT.**

Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Class Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation And Settlement Of Class, Collective, And Representative Action ("Settlement Agreement") between Plaintiffs and Defendants, which is on file with the Clerk of the Court, case number 20STCV02154. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Superior Court of California, County of Los Angeles.

If you have any questions, you can call the Claims Administrator at (800) 523-5773 or Class Counsel Armand R. Kizirian, Kizirian Law Firm, P.C., at (818) 221-2800.

CLASS COUNSEL	DEFENDANTS' ATTORNEYS
Armand R. Kizirian KIZIRIAN LAW, P.C. 550 North Brand Boulevard, Suite 1500 Glendale, CA 91203 Tel.: (818) 221-2800 Email: armand@kizirianlaw.com Michael H. Boyamian BOYAMIAN LAW, INC. 550 North Brand Boulevard, Suite 1500 Glendale, CA 91203 Tel.: (818) 547-5300 Email: michael@boyamianlaw.com	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP Richard J. Simmons Melanie M. Hamilton 333 South Hope Street, 43rd Floor Los Angeles, California 90071-1448 Tel. (213) 620-1780 Email: mhamilton@sheppardmullin.com

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES.