

1 D.LAW, INC.
Emil Davtyan (SBN 299363)
2 Emil@d.law
Roman Shkodnik (SBN 285152)
3 r.shkodnik@d.law
880 E Broadway
4 Glendale, CA 91205
Telephone: (818) 962-6465
5 Fax: (818) 962-6469

6 DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
7 david@yeremianlaw.com
880 E Broadway
8 Glendale, CA 91205
Telephone: (818) 962-6465
9 Fax: (818) 962-6469
Attorneys for Plaintiffs
10 VAUGHN BOGUES and DYLAN MONTAGUE,
on behalf of themselves and others similarly situated

11 [Additional counsel listed on following page]

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 VAUGHN BOGUES and DYLAN
15 MONTAGUE, on behalf of themselves
and others similarly situated,

16 Plaintiffs,

17 v.

18 IKES PLACE #6, a California corporation;
19 and DOES 1 through 50, inclusive,

20 Defendants.

Case No. 37-2020-00023727-CU-OE-CTL

Judge: Hon. Robert Longstreth
Department: C-65

CLASS ACTION

**AMENDED ~~PROPOSED~~ ORDER
GRANTING MOTION FOR AN ORDER (1)
PRELIMINARILY APPROVING THE
CLASS ACTION SETTLEMENT, (2)
APPROVING NOTICE OF CLASS ACTION
SETTLEMENT, AND (3) SETTING
HEARING FOR FINAL APPROVAL**

Date: February 2, 2023
Time: 8:30 am
Dept.: C-65

1 UNITED EMPLOYEES LAW GROUP, PC
2 Walter Haines (SBN 71075)
3 whaines@uelglaw.com
4 8605 Santa Monica Blvd., #63354
5 West Hollywood, CA 90069
6 Telephone: (562) 256-1047
7 Facsimile: (562) 256-1006

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1 Plaintiffs Vaughn Bogues and Dylan Montague (collectively “Plaintiffs”) filed a Motion
2 (the “Motion”) for an Order (1) preliminarily approving the Class Action and Private Attorneys
3 General Act of 2004 (“PAGA”) reached between the parties; (2) approving the Notice of Class
4 Action Settlement, and (3) setting the final approval hearing. The hearing on the Motion was set
5 for December 8, 2023, at Central Division, Hall of Justice 3330 W. Broadway San Diego,
6 California, 92101. Defendant Ikes Place #6., (“Defendant”), did not oppose the Motion.
7 (Plaintiffs and Defendant shall be collectively referred to herein as the “Parties”).

8 The Court, having considered Plaintiffs’ Motion, the Memorandum of Points and
9 Authorities in support thereof and supporting evidence and Declaration, and Defendant’s
10 agreement with and/or non-opposition to the Motion, hereby ORDERS, ADJUDGES, AND
11 DECREES as follows:

12 1. The Preliminary Approval Motion is GRANTED and the Parties’ Class Action and
13 PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) attached to the
14 Declaration of David Yeremian is preliminarily approved.

15 2. This Order incorporates by reference the definitions in the Settlement Agreement
16 and all terms defined therein shall have the same meaning in this Order.

17 3. The Class is preliminarily certified for settlement purposes only. The class is
18 defined as: all current and former non-exempt hourly employees of Defendant in the state of
19 California employed during the Class Period. The Class Period is the period from July 9, 2016
20 through February 4, 2023. Should the Settlement not become final, this Order shall be rendered
21 null and void and shall be vacated, and the fact that the Parties were willing to stipulate to class
22 certification as part of the settlement shall have no bearing on, nor be admissible in connection
23 with, the issue of whether a class should be certified in a non-settlement context. Should the
24 Settlement not become final, the Parties shall revert to their respective positions prior to notifying
25 the Court of the settlement of the action.

26 4. The class action settlement contemplated by the Settlement Agreement is
27

1 as set forth below meet the requirements of due process and provide the best notice practicable
2 under the circumstances and shall constitute due and sufficient notice to all persons entitled
3 thereto:

4 a. Deadline for Defendant to provide to Class Action Administrator the class
5 list and related information in electronic form: 15 calendar days after the Order
6 granting preliminary approval.

7 b. Deadline for Class Action Administrator to mail the Class Notice by first-
8 class regular U.S. mail: 3 business days after receiving the class list and related
9 information.

10 c. Deadline for class members to mail requests for exclusion to the Class
11 Action Administrator: 60 calendar days after the mailing of the Notice.

12 d. Deadline for class members to mail objections to the Class Action
13 Administrator: 60 calendar days after the mailing of the Notice

14 e. Deadline for Class Counsel to file a Motion for Final Approval and a
15 Motion for Attorneys' Fees per code of California Code of Civil Procedure.

16 f. A Final Approval Hearing on the question of whether the proposed
17 settlement, attorneys' fees and costs to Class Counsel, and the class representative
18 enhancement should be approved as fair, reasonable, and adequate as to the
19 Settlement Class: July 5, 2024 at 8:30 a.m.

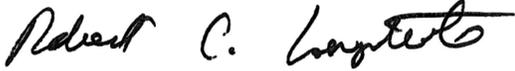
20 8. The Joint Stipulation shall not be construed as an admission or evidence of either
21 liability or the appropriateness of class certification in the non-settlement context, as more
22 specifically set forth in the Joint Stipulation. Entry of this Order is without prejudice to the rights
23 of Defendant to oppose certification of a class in this action should the proposed settlement not be
24 granted final approval.

25 10. All further proceedings in this action shall be stayed except such proceedings
26 necessary to review, approve, and implement this Settlement.

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IT IS SO ORDERED.

DATED: 02/07/2024



HONORABLE ROBERT LONGSTRETH
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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

Vaughn Bogues et al. v. Ike's Place #6

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.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Ike’s Place #6 (abbreviate name; “Ike’s Place” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Ike’s Place employees Vaughn Bogues and Dylan Montague (collectively “Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Ike’s Place during the Class Period (July 9, 2016 through February 4, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Ike’s Place during the PAGA Period (July 2, 2019 through February 4, 2023) (“Aggrieved Employees”).

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

Based on Ike’s Place’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. 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 Ike’s Place’s 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 Ike’s Place’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks 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 act or not 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Ike’s Place to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Ike’s Place.

If you worked for Ike’s Place 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 PAGA Period penalty claims against Ike’s Place.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the 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 Ike’s Place, 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.

Ike’s Place 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

<p>You Don’t Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Ike’s Place that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<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 portion of the proposed Settlement. Ike’s Place must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed 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 Plaintiffs who pursued the Action on behalf of the Class. You</p>

<p>Written Objections Must be Submitted by _____</p>	<p>are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the July 5, 2024 Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on July 5, 2024. 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>You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Ike’s Place’s 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?

Plaintiffs are former Ike’s Place employee. The Action accuses Ike’s Place of violating California labor laws by failing to: pay all regular wages, minimum wages and overtime wages due, provide meal periods, provide rest periods, provide complete, accurate wage statements, and pay wages timely at time of termination or resignation, in addition to unlawful deductions, violating Labor Code section 204, and unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: David Yeremian & Associates, Inc. and United Employees Law Group, PC (“Class Counsel.”)

Ike’s Place strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Ike’s Place or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Ike’s Place hired an experienced wage and hour mediator in an effort to resolve the Action by negotiating an to end 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, Plaintiffs and Ike’s Place 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, Ike’s Place does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Ike’s Place has 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) 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. Ike’s Place Will Pay \$105,000.00 as the Gross Settlement Amount (Gross Settlement).** Ike’s Place has 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 attorney’s 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, Ike’s Place will make an initial payment to the Settlement Administrator of Twenty-Five Thousand Dollars (\$25,000) no later than August 30, 2023, which shall be placed in an escrow account held in trust for the Class until after the Effective Date. Thereafter, Defendant shall deposit the following amounts to the Settlement Administrator, which also shall be placed in the escrow account held in trust for the Class until after the Effective Date: (a) Twenty-Five Thousand Dollars (\$25,000) no later than November 30, 2023; Twenty-Five Thousand Dollars (\$25,000) no later than February 29, 2024; Thirty Thousand Dollars (\$30,000) no later than May 31, 2024.. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- 2. Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiffs 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 \$35,000 (one third of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,500 to each of the Plaintiffs as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive

other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

- c. Up to \$4,900 to the Administrator for services administering the Settlement.
- d. Up to \$5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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 Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Ike's Place are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Ike's Place will separately pay employer payroll taxes it owes 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 Plaintiffs and Ike's Place 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.

- 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). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 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 _____, 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 _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the 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 Ike's Place.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Ike's Place 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Ike's Place have agreed that, in either case, the Settlement will be void: Ike's Place will not pay any money and Class Members will not release any claims against Ike's Place.
8. Administrator. The Court has appointed a neutral company, _____ (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 over Workweeks, mail and remail 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.
9. Participating Class Members' Release. After the Judgment is final and Ike's Place has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the 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 Ike's Place or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or claims that reasonably relate to, arise out of, or otherwise could have been

alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) unlawful deductions; (vii) violations of Labor Code section 204; (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints, and (ix) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints, including but not limited to, Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.* (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.2 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. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Ike's Place has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Ike's Place, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Ike's Place or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action.

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, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ _____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Ike's Place's records, are stated in the first page of this Notice. You have until _____ 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 Ike's Place's calculation of Workweeks and/or Pay Periods based on Ike's Place's 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. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Ike's Place's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check 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 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 be excluded. Be sure to personally sign your request, identify the Action as *Vaughn Bogues et al. v. Ike's Place #6* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, 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 Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Ike's Place are asking the Court to approve. At least 60 days before the July 5, 2024 Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Plaintiffs are 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 _____ or the Court's website _____.

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 Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** 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 *Vaughn Bogues et al. v. Ike's Place #6* and include your name, current address, telephone number, and approximate dates of employment for Ike's Place 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 your 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 July 5, 2024 at 8:30 a.m. in Department C-65 of the San Diego Superior Court, located at Hall of Justice 330 W. Broadway,

San Diego, CA 92101. 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, Plaintiffs, 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 via Zoom (<https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>) 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 (<https://www.apexclassaction.com/>) 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 Ike's Place and Plaintiffs have 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 _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://roa.sdcourt.ca.gov/roa/>) and entering the Case Number for the Action, Case No. 37-2020-00023727-CU-OE-CTL.

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

Class Counsel:

David Yeremian
David@yeremianlaw.com
David Yeremian & Associates, Inc.
880 E Broadway
Glendale, CA 91214
(818) 962-6465

Walter Haines
whaines@uelg.com
United Employees Law Group, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
(562) 256-1047

Settlement Administrator:

Name of Company:
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 should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.

