

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

*Reyes, et al. v. White Bottle, Inc.*

**Orange County Superior Court Case No. 30-2023-01356499-CU-OE-CXC**

**To all current and former non-exempt employees who worked for White Bottle in California at any time from October 18, 2019, through April 29, 2025 and who did not sign a severance agreement:**

**PLEASE READ THIS NOTICE CAREFULLY**

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

*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 White Bottle, Inc. (“White Bottle”) for alleged wage and hour violations. The Action was filed by former White Bottle employees Elena Reyes, Maria Guadalupe Sosa Galvez, and Adelaida Munoz (collectively, “Plaintiffs”) and alleges causes of action for unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide compliant wage statements, unreimbursed business expenses, and unfair and unlawful business practices for a class of all current and former non-exempt employees who worked for White Bottle in California at any time from October 18, 2019, through April 29, 2025 (the “Class Period”) and who did not sign a severance agreement (“Class Members.”)

Based on White Bottle’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ \_\_\_\_\_ (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimate is based on White Bottle’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period. If you believe that you worked more workweeks during the Class 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 White Bottle to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against White Bottle.

ACCORDING TO WHITE BOTTLE’S RECORDS, YOU ARE A CLASS MEMBER AND YOUR OPTIONS INCLUDE:

<p><b>You Don’t Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert claims against White Bottle that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-Out of the Class Settlement</b></p> <p><b>The Opt-Out Deadline is:</b></p>	<p>If you don’t want to 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><b>Participating Class Members Can Object to the Class Settlement</b></p> <p><b>Written Objections Must be Submitted By:</b></p>	<p>If you think any aspect of the proposed Settlement is unfair or unreasonable, you can choose to remain a Participating and submit a written objection to the Court and the Parties outlining why you think the Settlement is unfair or unreasonable. If the Settlement is approved, you will remain a Participating Class Member and receive an Individual Class Payment. See Section 7 of this Notice.</p>
<p><b>You can participate in the <u>Final</u> 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 if you believe that there is something unfair or unreasonable about the Settlement. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p>	<p>The amount of your Individual Class Payment depends on the number of workweeks you worked during the Class Period. The number of Class Period Workweeks you worked</p>

<p><b>Written Challenges Must be Submitted by</b></p> <hr/>	<p>according to White Bottle’s records is stated on the first page of this Notice.</p> <p>If you disagree with the number of workweeks credited to you, you must challenge it by _____. See Section 4 of this Notice.</p>
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**White Bottle will not retaliate against you for any actions you take with respect to the proposed Settlement.**

**1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are former White Bottle employees. The Action accuses White Bottle of violating California labor laws by failing to pay all overtime wages and minimum wages, failing to provide meal and rest periods, failing to timely pay wages at termination, failing to timely pay wages during employment, failing to provide compliant wage statements, failing to reimburse business expenses, and engaging in unfair and unlawful business practices. Plaintiffs are represented by attorneys in the Action: James R. Hawkins and Christina M. Lucio of JAMES HAWKINS APLC (“Class Counsel.”)

White Bottle 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 White Bottle or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and White Bottle hired a mediator in an effort to resolve the Action by negotiating 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 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and White Bottle 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, White Bottle 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) White Bottle 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. 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. White Bottle Will Pay \$475,000.00 as the Gross Settlement Amount. White Bottle has agreed to pay \$475,000.00 to resolve the case. White Bottle will deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use this sum to pay the Individual Class Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, White Bottle will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. 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 \$158,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their actual litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$7,500.00 for each of the three Plaintiffs (up to \$22,500 total) as Class Representative Awards 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.
  - C. Up to \$6,990.00 to the Administrator for services administering the Settlement.

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 White Bottle are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and other non-wage claims ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. White Bottle will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and White Bottle 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 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 by \_\_\_\_ that you wish to opt-out. Excluded Class Members (i.e., Non-Participating Class Members) will preserve their rights to personally pursue wage and hour claims against White Bottle.
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. Plaintiffs and White Bottle have agreed that, in either case, the Settlement will be void: White Bottle will not pay any money and Class Members will not release any claims against White Bottle.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (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 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 White Bottle 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 White Bottle 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims and/or theories of liability that were alleged, or reasonably could have been alleged or asserted based on the factual allegations alleged in the Operative Complaint, including, but not limited to claims for unpaid overtime, unpaid minimum wages, failure to provide meal and rest periods, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide compliant wage statements, unreimbursed business expenses, and unfair and unlawful business practices. The release shall include claims arising under

California Labor Code §§201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2802, the California Wage Orders, California Code of Regulations, Title 8, § 11000 et seq., and California Business & Professions Code § 17200 et seq. 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.

#### **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. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in White Bottle's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks 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 White Bottle's calculation of Workweeks based on White Bottle'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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and White Bottle's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **5. HOW WILL I GET PAID?**

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).

**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?**

To opt out, you must submit a Request for Exclusion which must be completed, dated, signed by you, and returned to the Settlement Administrator by mail postmarked by the Response Deadline. Any Request for Exclusion must: (a) contain your full name, address, and last four digits of your

social security number; (b) be signed by you; and (c) state in substance: “I wish to exclude myself from the Settlement in *Reyes, et al. v. White Bottle, Inc.*, Orange County Superior Court Case No. 30-2023-01356499-CU-OE-CXC.” If the Request for Exclusion does not contain the information listed in (a)-(c) or is not postmarked by \_\_\_\_\_, 2025 and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid Request for Exclusion. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. 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. If you submit a timely and valid Request for Exclusion you will not be entitled to an Individual Class Payment and will not be bound by the release of the Class Claims. If you submit a timely and valid Request for Exclusion you will not have any right to object to, appeal, or comment on the Settlement.

## 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 White Bottle are asking the Court to approve. At least 16 court days before the 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 Class Representative Service Awards. 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 ([www.\\_\\_\\_\\_\\_.com](http://www._____.com)) or the Court’s website (<https://www.occourts.org/>).

A Participating Class Member who disagrees with any aspect of the Settlement, 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 as *Reyes, et al. v. White Bottle, Inc.* and include your full name, address, and last four digits of your social security number; 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 \_\_\_\_\_, at \_\_\_\_\_ .m. in Department CX101 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA, 92701. 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 ([www.\\_\\_\\_\\_\\_.com](http://www._____.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 White Bottle 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 Apex Class Action LLC's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) . 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://www.occourts.org/online-services/case-access>, and entering the Case Number for the Action, 30-2023-01356499-CU-OE-CXC.

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

Class Counsel:

James R. Hawkins  
Christina M. Lucio  
JAMES HAWKINS APLC  
9880 Research Drive, Suite 200  
Irvine, California 92618  
Telephone: (949) 387-7200  
Facsimile: (949) 387-6676  
[james@jameshawkinsaplc.com](mailto:james@jameshawkinsaplc.com)  
[christina@jameshawkinsaplc.com](mailto:christina@jameshawkinsaplc.com)

Settlement Administrator:

Name of Company: Apex Class Action LLC  
Email Address:  
Mailing Address:  
Telephone:

## **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 California Controller's 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.

**Must Be Postmarked  
No Later Than  
[Response Deadline]**

**OPT-OUT FORM**

*Reyes, et al. v. White Bottle, Inc.*  
Superior Court of the State of California, County of Orange  
Case No. 30-2023-01356499-CU-OE-CXC

**COMPLETE THIS FORM IF YOU DO NOT WANT TO RECEIVE A SETTLEMENT  
PAYMENT AND BE BOUND BY THE SETTLEMENT**

**Instructions**

You have the right to opt-out (i.e., request exclusion) if you do not want to be part of the Class of the proposed Settlement. **If you fill out this Opt-Out Form, you: (1) will not receive any money under the settlement of your claims as a Class Member; and (2) will not be bound by the terms of this Settlement.**

To opt-out, you must complete, sign, and mail this Opt-Out by First Class U.S. Mail or equivalent, postage prepaid, postmarked on or before **[Response Deadline]**, addressed as follows:

**MAIL TO:**  
*Reyes, et al. v. White Bottle, Inc.*  
c/o **[Settlement Administrator]**  
**[Address]**

By signing this Opt-Out Form, I acknowledge that I have read the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) in this case and the information in the Class Notice pertaining to my right to opt out of or object to certain portions of the proposed Settlement. I also acknowledge that I understand that **I will not receive any money** under the Settlement for my claims as a Class Member, and that I will not be bound by the terms of the Settlement.

Name: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature

**WORKWEEK DISPUTE FORM**

*Reyes, et al. v. White Bottle, Inc.*  
Superior Court of the State of California, County of Orange  
Case No. 30-2023-01356499-CU-OE-CXC

Your individual payment is calculated based on the number of workweeks that you worked for White Bottle, Inc. in California at any time from October 18, 2019, to April 29, 2025. You can find your total number of workweeks and other details in the Court Approved Notice of Class Action Settlement. If you think that your total number of workweeks is wrong, please provide the information below.

**If you want to dispute your Workweeks, return this form to the Settlement Administrator on or before [redacted].**

Please provide the following information:

Between October 18, 2019, to April 29, 2025, how many weeks do you believe you worked at least one shift for White Bottle, Inc. in California? \_\_\_\_\_.

To support the number of workweeks you believe you worked, please include all documentation including any wage statements showing that you worked during this period.

Full Name: \_\_\_\_\_

Last 4 of SSN or Tax Identification Number: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature of Class Member: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail Address (optional) \_\_\_\_\_