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Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Selena Matavosian (SBN 348044)
Erica Stepanian (SBN 362054)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
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Attorneys for Plaintiff

FILED
Superior Court of California,
County of Monterey
05/13/2026 at 02:46:05 PM
By: Erol Rimando, Deputy Clerk

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

RAFAEL LIRA CUPA, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

v.

ORGANICGIRL, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV003744

Honorable Ian A. Rivamonte
Department 14

CLASS ACTION

~~**[FURTHER REVISED PROPOSED]**~~
ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: November 15, 2023
Trial Date: None Set

1 This matter has come before the Honorable Ian A. Rivamonte in Department 14 of the
2 Superior Court of the State of California, for the County of Monterey, on May 8, 2026, at 8:30
3 a.m. for Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Rafael Lira Cupa (“Plaintiff”),
5 individually and on behalf of all others similarly situated and other aggrieved employees, and CDF
6 Labor Law LLP appears as counsel for Defendant Organicgirl, LLC (“Defendant”) (together, the
7 “Parties”).

8 On February 9, 2026, Plaintiff filed his Motion for Preliminary Approval of Class Action
9 and PAGA Settlement (“Motion for Preliminary Approval”) and papers in support thereof, seeking
10 preliminary approval of the Joint Stipulation of Settlement and Release of Class and PAGA
11 Actions (“Original Settlement Agreement”) entered into by and between the Parties providing for
12 the terms of a class action and PAGA settlement of the above-captioned action, and noticed the
13 motion for hearing on March 27, 2026, at 8:30 a.m.

14 On March 27, 2026, a hearing was held on Plaintiff’s Motion for Preliminary Approval ,
15 during which the Court issued a Tentative Ruling with respect to the Motion for Preliminary
16 Approval (“March 27, 2026 Tentative Ruling”). In the March 27, 2026 Tentative Ruling, the Court
17 raised multiple points of inquiry with respect to the Motion for Preliminary Approval. During the
18 March 27, 2026 Hearing, the March 27, 2026 Tentative Ruling became the order of the Court, and
19 the Court continued the hearing on the Motion for Preliminary Approval to May 8, 2026 at 8:30
20 a.m. in Department 14 of the above-captioned Court and set a deadline to file supplemental
21 briefing by April 24, 2026.

22 On April 24, 2026, Plaintiff filed the Supplemental Declaration of Selena Matavosian in
23 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement,
24 thereby addressing the multiple points of inquiry raised in the March 27, 2026 Tentative Ruling
25 and attaching the Amendment No. 1 to the Joint Stipulation of Settlement and Release of Class
26 and PAGA Actions (“Amendment No. 1” or “Amendment No. 1 to the Settlement Agreement”)
27 and a revised version of the Notice of Proposed Class Action Settlement (“Notice Packet”).

28 On May 7, 2026, the Court issued a Tentative Ruling with respect to the Motion for

1 Preliminary Approval (“May 7, 2026 Tentative Ruling”). Based on the Court’s points of inquiry
2 set forth in the May 7, 2026 Tentative Ruling, the Parties met and conferred and negotiated the
3 Amendment No. 2 to the Joint Stipulation of Settlement and Release of Class and PAGA Actions
4 (“Amendment No. 2” or “Amendment No. 2 to the Settlement Agreement”), which was submitted
5 as “**EXHIBIT 2**” to the Further Supplemental Declaration of Selena Matavosian in Support of
6 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Original
7 Settlement Agreement, Amendment No. 1 to the Settlement Agreement, and Amendment No. 2 to
8 the Settlement Agreement are together referred to as the “Settlement,” “Agreement,” or
9 “Settlement Agreement.”

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
12 Preliminary Approval of Class Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Joint Stipulation of Settlement and Release of
15 Class and PAGA Actions (i.e., Original Settlement Agreement”), attached as “**EXHIBIT 2**” to the
16 Declaration of Selena Matavosian in Support of Plaintiff’s Motion for Preliminary Approval of
17 Class Action and PAGA Settlement, filed on February 9, 2026, the Amendment No. 1 to the Joint
18 Stipulation of Settlement and Release of Class and PAGA Actions (i.e., Amendment No. 1 to the
19 Settlement Agreement), attached as “**EXHIBIT 2**” to the Supplemental Declaration of Selena
20 Matavosian in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
21 Settlement, filed on April 24, 2026, and the Amendment No. 2 to the Joint Stipulation of
22 Settlement and Release of Class and PAGA Actions (i.e., Amendment No. 2 to the Settlement
23 Agreement), attached as “**EXHIBIT 2**” to the Further Supplemental Declaration of Selena
24 Matavosian in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
25 Settlement, filed on May 8, 2026. This is based on the Court’s determination that the Settlement
26 falls within the range of possible approval as fair, adequate, and reasonable.

27 2. This Order incorporates by reference the definitions in the Settlement Agreement,
28 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in

1 the Settlement Agreement.

2 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
3 and reasonable. It appears to the Court that extensive investigation and research have been
4 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
5 each other's respective positions. It further appears to the Court that the Settlement, at this time,
6 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
7 be presented by the further prosecution of the cases. It further appears that the Settlement has been
8 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
9 entered into in good faith.

10 4. The Court preliminarily finds that the Settlement, including the allocations for the
11 Class Counsel's Attorneys' Fees and Expenses, Enhancement Payment, PAGA Payment,
12 Administration Expenses, and payments to the Participating Settlement Class Members and PAGA
13 Members provided thereby, appear to be within the range of reasonableness of a settlement that
14 could ultimately be given final approval by this Court. Indeed, the Court has reviewed the
15 monetary recovery that is being granted as part of the Settlement and preliminarily finds that the
16 monetary settlement awards made available to the Settlement Class Members and PAGA Members
17 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
18 relating to certification, liability, and damages issues.

19 5. The Court concludes that, for settlement purposes only, the proposed Settlement
20 Class meets the requirements for certification under section 382 of the California Code of Civil
21 Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all
22 members of the Settlement Class is impracticable; (b) common questions of law and fact
23 predominate, and there is a well-defined community of interest amongst the members of the
24 Settlement Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical
25 of the claims of the members of the Settlement Class; (d) Plaintiff will fairly and adequately protect
26 the interests of the members of the Settlement Class; (e) a class action is superior to other available
27 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act
28 as counsel for Plaintiff individually and as the Class Representative.

1 6. The Court conditionally certifies, for settlement purposes only, the Settlement Class,
2 defined as follows:

3 All current and former hourly-paid employees who worked for Defendant within the
4 State of California at any time during the period from November 15, 2019 through
5 December 31, 2024.

6 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Brian J. St. John,
7 Selena Matavosian, and Erica Stepanian of Lawyers *for* Justice, PC as Class Counsel.

8 8. The Court provisionally appoints Plaintiff Rafael Lira Cupa as the Class
9 Representative.

10 9. The Court provisionally appoints Apex Class Action Administration, LLC (“Apex”) to handle the administration of the Settlement (“Settlement Administrator”).

11 10. Within twenty-one (21) calendar days after entry of the Preliminary Approval Order,
12 Defendant shall provide the Settlement Administrator with the Class List and Data in conformity
13 with the Settlement Agreement.

14 11. The Court approves, both as to form and content, the revised Notice of Proposed
15 Class Action Settlement (“Notice Packet”) attached hereto as “**EXHIBIT 1.**” The Notice Packet
16 shall be provided to Settlement Class Members in the manner set forth in the Settlement. The Court
17 finds that the Notice Packet appears to fully and accurately inform the Settlement Class Members
18 of all material elements of the Settlement, of Settlement Class Members’ right to be excluded from
19 the Settlement Class portion of the Settlement by submitting an Opt-Out, of Settlement Class
20 Members’ right to challenge the Workweeks and/or Pay Periods credited to each of them, and of
21 each Participating Settlement Class Member’s right and opportunity to object to the Settlement
22 Class portion of the Settlement. The Court further finds that distribution of the Notice Packet
23 substantially in the manner and form set forth in the Settlement Agreement and this Order, and
24 that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of
25 due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
26 further orders the Settlement Administrator to mail the Notice Packet to all Settlement Class
27 Members within ten (10) calendar days after receiving the Class List and Data from Defendant,
28 pursuant to the terms set forth in the Settlement Agreement.

1 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Settlement Class portion of the Settlement.
3 Any Settlement Class Member may choose to be excluded from the Settlement Class portion of
4 the Settlement by submitting a timely and valid written Opt-Out no later than sixty (60) calendar
5 days following the date on which the Settlement Administrator first mails the Notice Packet to all
6 Settlement Class Members (“Response Deadline”), or, in the case of a re-mailed Notice Packet,
7 the Response Deadline shall be extended by fifteen (15) calendar days from the date of the
8 Response Deadline. Any Settlement Class Member who submits an Opt-Out from the Settlement
9 Class portion of the Settlement is prohibited from making any objections to the Settlement Class
10 portion of the Settlement. Any Settlement Class Member who submits a timely and valid Opt-Out
11 will not be a Participating Settlement Class Member and will not have any right to object, appeal,
12 or comment on the Settlement Class portion of the Settlement. Settlement Class Members who do
13 not submit a timely and valid Opt-Out by the Response Deadline shall be bound by the terms of
14 this Agreement, any Court order approving the terms of the Settlement, and the Final Approval
15 Order and Judgment entered thereon. PAGA Members shall be bound to the PAGA portion of the
16 Settlement irrespective of whether they exercise their option to opt out of the Settlement Class
17 portion of the Settlement.

18 13. A Final Approval Hearing shall be held before this Court on November 13, 2026 at
19 8:30 a.m. in Department 14 of the Superior Court of California for the County of Monterey, located
20 at 1200 Aguajito Road, Monterey, California 93940, to determine all necessary matters concerning
21 the Settlement, including: whether the proposed settlement of the action on the terms and
22 conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
23 approved by the Court; whether a judgment, as provided in the Settlement, should be entered
24 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
25 adequate, and reasonable to the Settlement Class Members and PAGA Employees; and determine
26 whether to finally approve the requests for the Class Counsel’s Attorneys’ Fees and Expenses,
27 Enhancement Payment, PAGA Payment, and Administration Expenses.

28 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class

1 Counsel’s Attorneys’ Fees and Expenses, Enhancement Payment, PAGA Payment, and
2 Administration Expenses, along with the appropriate declarations and supporting evidence,
3 including the Settlement Administrator’s declaration, by October 21, 2026, to be heard at the Final
4 Approval Hearing.

5 15. Only Settlement Class Members who do not request exclusion from the Settlement
6 Class portion of the Settlement may object to the Settlement Class portion of the Settlement by
7 submitting an Objection to the Settlement Administrator prior to the Response Deadline or by
8 presenting their objection orally at the Final Approval Hearing, regardless of whether they
9 submitted a written objection. The Objection must be signed by the Participating Settlement Class
10 Member and contain all information required by this Settlement Agreement. A Participating
11 Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
12 deemed to have waived any objections and will be foreclosed from making any objections
13 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

14 16. The Settlement is not a concession or admission and shall not be used against
15 Defendant as an admission or indication with respect to any claim of any fault or omission by
16 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
17 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
18 neither the Settlement, nor any document, statement, proceeding or conduct related to the
19 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
20 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
21 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
22 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or
23 to establish the existence of any condition constituting a violation of, or a non-compliance with
24 state, federal, local or other applicable law. except for legal proceedings concerning the
25 implementation, interpretation, or enforcement of the Settlement.

26 17. In the event the Settlement does not become effective in accordance with the terms
27 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
28 or fails to become effective for any reason, this Order shall be rendered null and void, shall be

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vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: May 12, 2026

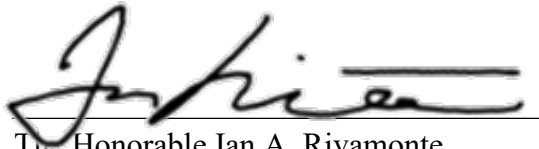
By: 
The Honorable Ian A. Rivamonte
Judge of the Superior Court

EXHIBIT 1

Rafael Lira Cupa v. organicgirl, LLC
Monterey County Superior Court, Case No. 23CV003744
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“Notice”)

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. YOU MAY BE ENTITLED TO MONETARY COMPENSATION FROM THIS SETTLEMENT.

YOU ARE NOT BEING SUED

You are being sent this Notice because records indicate that you were an hourly-paid employee of organicgirl, LLC (“organicgirl” or “Defendant”) from November 15, 2019 through December 31, 2024. This Notice relates to a proposed settlement (“**Settlement**”) of a Private Attorney General Act (“PAGA”) and class action litigation brought against organicgirl. If you are a Class Member, this Notice contains important information about your right to a payment from the Settlement or to be excluded from the class portion of the Settlement according to the procedures described below. If you are a PAGA Member, this Notice contains important information about your right to a payment from the PAGA portion of the Settlement.

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the Superior Court for the State of California, County of Monterey, the Honorable Ian A. Rivamonte, presiding, entered on [REDACTED], 2026, you are hereby notified as follows:

A proposed Settlement has been reached between the parties in the lawsuit titled *Rafael Lira Cupa v. organicgirl, LLC*, Monterey Superior Court Case No. 23CV003744. The Settlement is on behalf of all persons employed by organicgirl in the State of California as an hourly-paid employees at any time between November 15, 2019 through December 31, 2024 (the “**Class Period**”), (the “**Settlement Class**” or “**Settlement Class Members**”). You have received this notice because Defendant’s records indicate that you are a Settlement Class Member and/or PAGA Member, and therefore entitled to a payment from the settlement. The PAGA Period runs from September 8, 2022 through December 31, 2024 (the “**PAGA Period**”). PAGA Members means all current and former hourly-paid employees who worked for Defendant within the State of California during the PAGA Period (the “**PAGA Members**”).

In addition to conditionally approving the Settlement, the Court also conditionally approved Plaintiff Rafael Lira Cupa (“**Plaintiff**” or “**Named Plaintiff**”) to serve as a class representative, and Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, and Erica Stepanian of Lawyers *for* Justice, PC, to serve as Class Counsel.

The Court will decide whether to provide final approval of the Settlement at a court hearing schedule for [DATE] at [REDACTED] a.m./p.m., before the Honorable Ian A. Rivamonte in Department 14 of the Superior Court of California, County of Monterey, which is located at 1200 Aguajito Road, Monterey, California 93940, (the “**Final Approval Hearing**”). At the Final Approval Hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At the Final Approval Hearing, the Court will also determine Class Counsel’s request for attorneys’ fees, litigation expenses, administration expenses, penalties under Labor Code §§ 2698 *et seq.* and the enhancement payment. The Final Approval Hearing may be continued by the Court without further notice to the Class. It is not necessary for you to appear at this Final Approval Hearing, but you are welcome to do so.

///

II. WHAT THIS LITIGATION IS ABOUT

On November 15, 2023, Plaintiff filed the Action entitled *Rafael Lira Cupa v. organicgirl, LLC*, Case No. 23CV003744, in the Superior Court of California, County of Monterey, on behalf of himself and all others similarly situated. The operative complaint in this Action alleges claims for: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; (10) Unfair and Unlawful Business Practices; and (11) Private Attorneys General Act (PAGA), premised on similar theories of liability (collectively, the “Action”).

Defendant denies and continues to deny, the allegations in the Action. Defendant contends that it has acted in compliance with the law at all times. There has been no finding of any wrongdoing or liability by Defendant. Defendant does not admit to any wrongdoing or liability. Defendant also does not admit that the Action can or should proceed as a PAGA and/or class action. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, however PAGA Members and Settlement Class Members, if the court grants final approval of the Settlement, are still entitled to receive payments. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the PAGA Members and Settlement Class Members.

Plaintiff and Defendant (where appropriate, Plaintiff and Defendant will be collectively referred to as the “**Parties**”) have now reached the Settlement on behalf of the Class and PAGA Members. Accordingly, the Parties have entered into a Joint Stipulation of Settlement and Release of Class and PAGA Actions (the “**Settlement Agreement**”), which the Court preliminarily approved on [DATE].

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue this Action. The Parties and their counsel have also taken into account the extensive settlement negotiations that have been conducted. Based on the foregoing, the Parties believe the Settlement confers substantial benefits to all Class Members, is a fair, adequate, and reasonable settlement, and is in the best interests of all Settlement Class Members. The Court finds only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action in exchange for the Class Settlement amount of no more than One Million Three Hundred Fifteen Thousand Dollars (\$1,315,000.00) (“**Gross Settlement Amount**”). The Gross Settlement Amount includes: (a) the Individual Settlement Payments to the Class Participants; (b) the Class Counsel Attorneys’ Fees award to Class Counsel of up to 33.33% (i.e., \$438,333.33 if the Gross Settlement Amount remains \$1,315,000.00); (c) reimbursement of reasonable documented costs incurred by Class Counsel of up to Sixteen Thousand Dollars (\$16,000.00); (d) the Enhancement Payment to Plaintiff, in an amount not to exceed Ten-Thousand Dollars (\$10,000); (e) Administrative Expenses to [REDACTED] (the “Settlement Administrator”), in an amount no greater than Seventeen Thousand Dollars (\$17,000.00); and (f) payment to the California Labor and Workforce Development Agency (“**LWDA**”) in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) as the LWDA’s share of the settlement of the PAGA Payment.

The balance that remains after the foregoing deductions for the Enhancement Payment to Plaintiff, Attorneys’

Fees and Expenses to Class Counsel, payment to the LWDA, and the Administration Expenses (the “**Net Settlement Amount**”) will be paid to Settlement Class Members who do not opt out of the class portion of the settlement (“Participating Settlement Class Members”) and to PAGA Members as Individual Settlement Payments according to the formula set forth below.

The Settlement Administrator will make Individual Settlement Payments to each Participating Settlement Class Member and PAGA Member. All PAGA Members will receive their share of the PAGA portion of the settlement regardless of whether they choose to opt out of the Class Settlement. The Net Settlement Amount shall be divided between all Participating Settlement Class Members based on the number of Workweeks for which they were employed by organicgirl, LLC and placed on assignment at organicgirl as hourly-paid employees in California during the Class Period.

The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Settlement Class Member.

The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% of the PAGA Payment (i.e., \$75,000.00) by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of Pay Periods worked during the PAGA Period by each individual PAGA Members.

Based on the Settlement Administrator’s review of Defendant’s records, the Settlement Administrator intends to credit YOU the following number of Workweeks during the Class Period and/or Pay Periods during the PAGA Period:

Class Member Name: **NAME** **Class Workweeks:** **#** **PAGA Pay Periods:** **#**

IRS Forms W-2 and/or 1099 will be distributed to PAGA Members and Participating Settlement Class Members and the appropriate taxing authorities reflecting the payments that PAGA Members and Participating Settlement Class Members receive under the Settlement. PAGA Members and Participating Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, each Individual Settlement Payment: (1) for PAGA Members will be allocated 100% to penalties and, (2) for Participating Settlement Class Members will be allocated as 20% to wages, 40% to interest and 40% to penalties. The wage portion of each Participating Settlement Class Members’ Individual Settlement Payment will be subject to applicable payroll taxes and withholdings.

Checks made payable to PAGA Members and Participating Settlement Class Members shall remain valid for one hundred eighty (180) days. To the extent that this Notice and/or the Individual Settlement Payment checks are undeliverable, or the Individual Settlement Payment checks are uncashed 180 days after the date listed on the check, the amount of those checks will be transmitted to *cy pres* recipient, Bay Area Legal Aid (BayLegal), 1735 Telegraph Avenue, Oakland, California 94612.

Any Participating Settlement Class Member or PAGA Member who disagrees with the Workweeks and/or Pay Periods as reflected in this Notice shall be allowed to indicate and explain such disagreement by submitting a written statement explaining your dispute to the Settlement Administrator. All written disputes must be postmarked, emailed, or faxed to the Settlement Administrator no later than forty-five (45) calendar days after the date the Notice is first mailed (the “**Dispute Deadline Date**”). The Settlement Administrator shall resolve the disagreement with the Participating Settlement Class Member and/or PAGA Member using the employee records provided by Defendant and the Participating Settlement Class Member and/or PAGA

Member. The date of the postmark on the envelope or the date of emails or fax confirmations sent to the Settlement Administrator shall be the exclusive means used to determine whether a Participating Settlement Class Member and/or PAGA Member has “timely” disputed the calculation or application of the formula for determining Individual Settlement Payments.

IV. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 — *Do Nothing: if you WANT to receive an Individual Settlement Payment*

Participation in this Settlement does not require the submission of a claim form. Accordingly, if the Court grants final approval of the Settlement at the Final Approval Hearing, and you have not affirmatively opted-out of the class portion of the Settlement by preparing and returning an opt-out request described in Option 2 below, you will be mailed a check for your Individual Settlement Payment, minus applicable withholdings, by the Settlement Administrator. You will be bound by the Released Class Claims and all other terms of the Settlement unless you follow Option 2 below. Defendant will not retaliate against any employee because he or she chooses to participate in this Settlement.

Option 2 — *Opt Out of the Class Settlement: if you opt-out of the Class Settlement, you will NOT receive an Individual Class Payment.*

If you do not wish to participate in the Class Settlement, you may exclude yourself from participating in the class portion of the settlement by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice, have decided not to participate in the Class Settlement, and desire to be excluded or that you “opt-out” from the Class Settlement. If you do not submit a timely written request to opt-out, then you will be bound by the release of claims as set forth in Section V below (“**Released Class Claims**”) and all other terms of the Settlement. Your written request (the “Opt-Out Statement”) must state (or contain words substantially similar to) the following:

“I have received the Notice of Class Action Settlement of the Action titled *Rafael Lira Cupa v. organicgirl, LLC*, Monterey County Superior Court Case No. 23CV003744. I wish to opt out of the Class Settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any payment from the Settlement approved by the Court in the Action.”

The written Opt-Out Statement also must set forth your full name (including the name you used while employed with Defendant, if different), address, last four digits of your Social Security Number, and telephone number. You must sign, date, and either email, mail or fax the Opt-Out Statement to the Settlement Administrator by First Class U.S. Mail to the address, fax number or email address below:

Rafael Lira Cupa v. organicgirl, LLC Class Action Settlement

[Administrator]

[street address/P.O. Box]

[City, State, Zip Code]

[phone number]

[fax number]

[email address]

If you wish to exclude yourself from the Class Settlement, you must submit a written Opt-Out Statement to the Settlement Administrator no later than [Response Deadline].

If you submit an Opt-Out Statement that is not postmarked, emailed, or faxed by [Response Deadline], subject to the Court’s final determination, it may be rejected and you will be included in the Settlement Class and

bound by the Released Class Claims and all other terms of the Class Settlement, and you will receive the appropriate Individual Settlement Payment. Similarly, should you receive and cash a check for your Individual Settlement Payment and elect to opt-out of the Class Settlement, your attempt to opt-out may be deemed void and you will be included in the Settlement Class and bound by the Released Class Claims and all other terms of the Settlement. Similarly, if you submit both an Opt-Out Statement and an objection, your Opt-Out Statement will be deemed void. Even if a Class Member opts out of the Class Settlement, the Class Member shall still receive a share of the PAGA payment and release of that claim (if you worked any pay periods during the PAGA period). There is no mechanism to opt out of the PAGA portion of this settlement.

Option 3 — Make an Objection With the Court and Remain a Member of the Settlement Class

A Participating Settlement Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the class portion of the proposed Settlement. To object to the Class Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement.

If you wish to object to the Class Settlement, then you may do so by submitting a written objection to the Settlement Administrator. If you wish to submit a written objection to the Class Settlement, then you must submit your written statement to the Settlement Administrator by either mail, fax or email. A written objection must include your name, address, telephone number, last four digits of your Social Security number, and must state with particularity the factual and legal basis on which any objections are asserted.

All written objections must be submitted to the Settlement Administrator by either mail, email, or fax not later than [Response Deadline]. The date of the postmark on the mailing envelope, or the date of the fax or email transmission to the Settlement Administrator shall be the exclusive means used to determine whether a written objection was timely submitted.

The Court will hear from any Settlement Class Member who attends the final approving hearing and asks to speak.

V. THE BINDING EFFECT OF THE SETTLEMENT

Upon the Court's final approval of the settlement and full funding of the Gross Settlement Amount and Employer's Taxes, and except as to such rights or claims as may be created by the settlement, Plaintiff and Participating Settlement Class Members (i.e., Settlement Class Members who have not effectively opted-out of the settlement as described below), release all claims, rights, demands, liabilities, damages, penalties, attorneys' fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or reasonably could have been asserted based on the facts alleged in the Action, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief based on the following claims: all claims for (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; and (10) Unfair And Unlawful Business Practices (collectively, "**Released Class Claims**").

Upon the Court's final approval of the settlement and full funding of the Gross Settlement Amount and Employer's Taxes, Plaintiff, PAGA Members, and the State of California released all claims, theories, and causes of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth in Plaintiff's Complaint, letter to LWDA dated September 8, 2023, which includes claims under Labor Code sections 201, 202, 204, 210, 226, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1,

1198, 2698, *et seq.*, 2800, 2802 and corresponding Wage Orders, including theories for (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Unreimbursed Business Expenses; (10) Unfair And Unlawful Business Practices; and (11) Private Attorneys General Act (PAGA) (“**Released PAGA Claims**”).

If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that happens, there is no assurance that: (a) any decision at trial would be in favor of any Class Members; (b) a favorable trial decision, if any, would be as favorable to any Class Members as the Settlement; or (c) any favorable trial decision would be upheld if an appeal was filed. The Court has expressed no opinion regarding the merits of the claims asserted in the Action.

VI. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Records public window of the Monterey County Superior Court, 1200 Aguajito Road, Monterey, California 93940, during regular business hours of each court day.

To the extent there are any conflicts between this Notice and the terms of Settlement Agreement, the terms of the Settlement Agreement will govern.

DO NOT CALL OR CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THE SETTLEMENT.

If you have any questions about the Settlement, you may contact the Settlement Administrator at the following address or numbers:

[Settlement Administrator]
[street address/P.O. Box]
[City, State, Zip]
[Phone Number]
[Fax Number]

I. POR QUÉ ES IMPORTANTE LEER ESTE AVISO

LEA ESTE AVISO DETENIDAMENTE. SUS DERECHOS PUEDEN VERSE AFECTADOS POR LOS PROCEDIMIENTOS LEGALES EN ESTA DEMANDA. USTED PODRÍA TENER DERECHO A UNA COMPENSACIÓN MONETARIA DERIVADA DE ESTE ACUERDO.

NO LE ESTÁN DEMANDANDO

Se le envía este Aviso porque los registros indican que usted fue un empleado pagado por horas de organicgirl, LLC (“organicgirl” o “Demandado”) desde el 15 de noviembre de 2019 hasta el 31 de diciembre de 2024. Este Aviso se refiere a una propuesta de acuerdo (“Acuerdo”) de la Ley de Acción Privada del Fiscal General (“PAGA”) y una demanda colectiva presentada contra organicgirl. Si usted es Miembro de Clase, este Aviso contiene información importante sobre su derecho a recibir un pago del Acuerdo o a ser excluido de la parte de la conciliación colectiva del Acuerdo, según los procedimientos que se describen a continuación. Si usted es Miembro PAGA, este Aviso contiene información importante sobre su derecho a recibir un pago de la parte del Acuerdo correspondiente a PAGA.

De conformidad con la Orden que otorga la Aprobación Preliminar del Acuerdo de Demanda Colectiva, el Tribunal Superior del Estado de California, Condado de Monterey, el Honorable Ian A. Rivamonte, presidiendo, con fecha de [REDACTED], 2026, por la presente se le notifica lo siguiente:

Se ha llegado a un Acuerdo propuesto entre las partes en la demanda titulada *Rafael Lira Cupa v. organicgirl, LLC*, Caso Número 23CV003744 del Tribunal Superior de Monterey. El Acuerdo se celebra en nombre de todas las personas empleadas por organicgirl en el estado de California como empleados pagados por hora en cualquier momento entre el 15 de noviembre de 2019 y el 31 de diciembre de 2024 (el “Período del Acuerdo”), (la “Clase del Acuerdo” o “Miembros de Clase del Acuerdo”). Usted ha recibido este aviso porque los registros del Demandado indican que usted es un Miembro de Clase del Acuerdo y/o un Miembro PAGA y, por lo tanto, tiene derecho a un pago de esta conciliación. El Período de PAGA comprende desde el 8 de septiembre de 2022 hasta el 31 de diciembre de 2024 (el “Período de PAGA”). Miembros PAGA se refieren a todos los empleados actuales y pasados pagados por hora y que trabajaron para el Demandado dentro del Estado de California durante el Período de PAGA (los “Miembros PAGA”).

Además de aprobar condicionalmente el Acuerdo, el Tribunal también aprobó condicionalmente al Demandante Rafael Lira Cupa (“Demandante”) o “Demandante Nombrado”) para que actúe como representante de la clase, y Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian y Erica Stepanian, de Lawyers for Justice, PC, para que actúen como Abogados de la Clase.

El Tribunal decidirá si otorga la aprobación definitiva del Acuerdo en una audiencia judicial programada para [FECHA] a las [REDACTED] a. m./p. m., ante el Honorable Ian A. Rivamonte en el Departamento 14 del Tribunal Superior de California, Condado de Monterey, que se encuentra en 1200 Aguajito Road, Monterey, California 93940, (la “Audiencia de Aprobación Definitiva”). En esta audiencia, el Tribunal determinará si el Acuerdo debe aprobarse definitivamente por ser justo, razonable y adecuado. En la Audiencia de Aprobación Definitiva, el Tribunal también determinará la solicitud de los Abogados de la Clase por honorarios, gastos de litigio y administrativos, sanciones bajo las Secciones 2698 y sig., del Código Laboral y el pago de incentivo. El Tribunal podrá reprogramar esta audiencia sin previo aviso a la Clase. No es necesario que comparezca en esta audiencia, pero puede hacerlo si lo desea.

II. DE QUÉ TRATA ESTE LITIGIO

El 15 de noviembre de 2023 el Demandante presentó la Demanda titulada *Rafael Lira Cupa v. organicgirl, LLC*, Caso Número 23CV003744, en el Tribunal Superior de California, Condado de Monterey, en nombre propio y de todos los demás en situación similar. La denuncia operativa en esta Demanda alega reclamaciones por: (1) Horas extras no pagadas; (2) Primas por período de comida no pagadas; (3) Primas por período de descanso no pagadas; (4) Salarios mínimos no pagados; (5) Salarios finales no pagados a tiempo; (6) Salarios no pagados a tiempo durante el empleo; (7) Declaraciones de salario que no cumplen con los requisitos; (8) Incumplimiento de mantener los registros de nómina requeridos; (9) Gastos comerciales no reembolsados; (10) Prácticas comerciales injustas e ilegales; y (11) Ley de Acción Privada del Fiscal General (PAGA), basadas en teorías de responsabilidad similares (colectivamente, la “Demanda”).

El Demandado niega y continúa negando las alegaciones contenidas en la Demanda. Además, sostiene que ha actuado en cumplimiento de la ley en todo momento. No se ha constatado ninguna irregularidad ni responsabilidad por parte del Demandado. También no admite haber cometido ningún delito ni ser responsable de ningún error. El Demandado tampoco admite que la Demanda pueda o deba proceder como una demanda de PAGA y/o una demanda colectiva. No se ha celebrado ningún juicio en este caso. En cambio, ambas partes reconocen los riesgos, los gastos y las molestias que conlleva continuar con el litigio y, por lo tanto, han optado por resolver sus diferencias mediante una conciliación. De este modo, las partes pueden evitar el coste de un juicio; sin embargo, los Miembros PAGA y los Miembros de Clase del Acuerdo, en caso de que el tribunal apruebe definitivamente el Acuerdo, seguirán teniendo derecho a recibir pagos. Las partes llegaron a este acuerdo tras negociaciones independientes, con la ayuda de un mediador experimentado y neutral. El Demandante y los Abogados de la Clase consideran que el acuerdo propuesto es justo y razonable y que redundará en el mejor interés de los Miembros PAGA y de los Miembros de Clase del Acuerdo.

El Demandante y Demandado (cuando proceda, el Demandante y el Demandado serán denominados colectivamente las “Partes”) han alcanzado el Acuerdo en nombre de la Clase y de los Miembros PAGA. En consecuencia, las Partes han celebrado una Estipulación Conjunta de Conciliación y Liberación de Demandas Colectivas y de PAGA (el “Acuerdo de Conciliación”), que el Tribunal aprobó preliminarmente el [FECHA].

Las Partes y sus respectivos abogados reconocen el riesgo y el costo inherentes a los procedimientos continuos necesarios para proseguir con esta Demanda. También han tenido en cuenta las extensas negociaciones llevadas a cabo para llegar a un acuerdo. Sobre la base de lo anterior, las Partes creen que el Acuerdo confiere beneficios sustanciales a todos los Miembros de Clase, es un acuerdo justo, adecuado y razonable, y redundante en el mejor interés de todos los Miembros de Clase del Acuerdo. El Tribunal considera únicamente que existen pruebas suficientes para sugerir que el acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier decisión final sobre esas cuestiones se tomará en la audiencia de aprobación definitiva.

III. RESUMEN DE LOS TÉRMINOS DEL ACUERDO

Las Partes han acordado resolver la Demanda a cambio de una Conciliación Colectiva por un monto no superior a un millón trescientos quince mil dólares (\$1,315,000.00) (“**Monto Bruto del Acuerdo**”). Este monto incluye: (a) los Pagos Individuales del Acuerdo a los Participantes de Clase; (b) los Honorarios de los Abogados de la Clase otorgados de hasta el 33.33% (es decir, \$438,333.33 si el Monto Bruto del Acuerdo permanece en \$1,315,000.00); (c) el reembolso de los costos documentados razonables incurridos por los Abogados de la Clase de hasta dieciséis mil dólares (\$16,000.00); (d) el Pago de Incentivo al Demandante, en un monto que no exceda los diez mil dólares (\$10,000.00); (e) los Gastos Administrativos para [REDACTED] (el “Administrador del Acuerdo”), en un monto no mayor a diecisiete mil dólares (\$17,000.00); y (f) el pago a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“**LWDA**”) por la cantidad de doscientos veinticinco mil dólares (\$225,000.00) como la parte del acuerdo del Pago de PAGA.

El saldo que queda después de las deducciones anteriores (Pago de Incentivo al Demandante, los Honorarios y Gastos de los Abogados de la Clase, el pago a la LWDA y los Gastos de Administración (el “**Monto Neto del Acuerdo**”) se pagará a los Miembros de Clase del Acuerdo que no opten por no participar en la parte colectiva (“Miembros de Clase Participante del Acuerdo”) y a los Miembros PAGA como Pagos Individuales del Acuerdo con la fórmula que se establece a continuación.

El Administrador del Acuerdo efectuará los Pagos Individuales del Acuerdo a cada Miembro de Clase Participante del Acuerdo y a cada Miembro PAGA. Todos los Miembros PAGA recibirán la porción que les corresponde del acuerdo de PAGA, independientemente de si deciden no participar en el Acuerdo Colectivo. El Monto Neto del Acuerdo se dividirá entre todos los Miembros de Clase Participante del Acuerdo en función del número de Semanas laborales durante las cuales fueron empleados por organicgirl, LLC y asignados a organicgirl como empleados pagados por hora en California durante el Período de Clase.

El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participante del Acuerdo, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro.

El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo el 25% del Pago de PAGA (es decir, \$75,000.00) entre el número total de Períodos de Pago de PAGA trabajados por todos los Miembros PAGA y (b) multiplicando el resultado por el número de Períodos de Pago trabajados durante el Período de PAGA por cada Miembro PAGA.

Con base en la revisión de los registros del Demandado realizada por el Administrador del Acuerdo, este tiene la intención de ACREDITARLE la siguiente cantidad de Semanas Laborales durante el Período de Clase y/o Períodos de Pago durante el Período de PAGA:

Nombre del Miembro de Clase: NOMBRE Semanas laborales de clase: # Períodos de Pago de PAGA: #

Los formularios W-2 y/o 1099 del IRS se distribuirán a los Miembros PAGA y a los Miembros de Clase Participante del Acuerdo, así como a las autoridades fiscales correspondientes, reflejando los pagos que los Miembros PAGA y los Miembros de Clase Participante del Acuerdo reciben en virtud del Acuerdo. Los Miembros PAGA y los Miembros de Clase Participante del Acuerdo deben consultar con sus asesores fiscales sobre las consecuencias fiscales de los pagos que reciban en virtud del Acuerdo. Para los fines de este Acuerdo, cada Pago Individual del Acuerdo: (1) para los Miembros PAGA se asignará el 100% a sanciones y (2) para los Miembros de Clase Participante del Acuerdo se asignará el 20% a salarios, el 40% a intereses y el 40% a sanciones. La parte salarial de cada Pago Individual del Acuerdo que reciban los Miembros de Clase Participante del Acuerdo estará sujeta a los impuestos sobre la nómina y a las retenciones aplicables.

Los cheques emitidos seguirán siendo válidos durante ciento ochenta (180) días. En la medida en que este Aviso y/o los cheques de Pago Individual del Acuerdo no se puedan entregar, o que no se cobren 180 días después de la fecha que figura, el monto de esos cheques se transmitirá a Bay Area Legal Aid (BayLegal), beneficiario *cy pres*, ubicado en 1735 Telegraph Avenue, Oakland, California 94612.

Cualquier Miembro de Clase Participante del Acuerdo o Miembro PAGA que no esté de acuerdo con las Semanas laborales y/o los Períodos de Pago que se reflejan en este Aviso podrá indicar y explicar dicho desacuerdo, presentando una declaración escrita que impugne dichas disposiciones al Administrador del Acuerdo. Todas las impugnaciones escritas deben presentar sello postal, ser enviadas por correo electrónico o por fax al Administrador del Acuerdo a más tardar cuarenta y cinco (45) días calendario después de la fecha en que se envía por primera vez el Aviso (la “**Fecha Límite para Impugnar**”). El Administrador del Acuerdo resolverá el desacuerdo con el Miembro Participante de Clase del Acuerdo y/o el Miembro PAGA, utilizando los registros laborales proporcionados por el Demandado y el dicho Miembro. La fecha del sello postal del sobre, la fecha de los correos electrónicos o las confirmaciones por fax enviadas al Administrador del Acuerdo serán el único medio para determinar si un Miembro de Clase Participante del Acuerdo y/o un Miembro PAGA ha impugnado "oportunamente" el cálculo o la aplicación de la fórmula para determinar los Pagos Individuales del Acuerdo.

IV. SUS OPCIONES EN VIRTUD DEL ACUERDO

Opción 1 — *No haga nada: si DESEA recibir un Pago Individual del Acuerdo*

La participación en este Acuerdo no requiere la presentación de un formulario de reclamación. Por consiguiente, si el Tribunal otorga la aprobación definitiva del Acuerdo en la Audiencia de Aprobación Definitiva y usted no ha optado expresamente por no participar en la parte colectiva del Acuerdo mediante la preparación y devolución de una solicitud de exclusión descrita en la Opción 2 a continuación, el Administrador del Acuerdo le enviará por correo un cheque por su Pago Individual del Acuerdo, menos las retenciones aplicables. Estará sujeto

a las Reclamaciones Exoneradas de Clase y a todos los demás términos del Acuerdo, salvo que siga la Opción 2. El Demandado no tomará represalias contra ningún empleado por el hecho de que este decida participar en este Acuerdo.

Opción 2 — Exclusión del Acuerdo Colectivo: si opta por no participar en el Acuerdo Colectivo, NO recibirá un Pago Individual de Clase.

Si no desea participar, puede excluirse de la parte colectiva del acuerdo presentando una solicitud por escrito al Administrador del Acuerdo, indicando de forma expresa y clara que ha recibido este Aviso, que ha decidido no participar en el Acuerdo Colectivo y que desea ser excluido o que se "retira" del Acuerdo Colectivo. Si no presenta una solicitud por escrito dentro del plazo establecido para optar por no participar, quedará sujeto a la liberación de las reclamaciones según lo establecido en la Sección V (“**Reclamaciones Exoneradas de Clase**”) y todos los demás términos del Acuerdo. Su solicitud por escrito (la “Declaración de Exclusión”) debe indicar (o contener palabras sustancialmente similares a) lo siguiente:

“He recibido el Aviso de Acuerdo de Demanda Colectiva de la Demanda titulada *Rafael Lira Cupa v. organicgirl, LLC*, Caso Número 23CV003744 del Tribunal Superior del Condado de Monterey. Deseo excluirme del Acuerdo Colectivo. Entiendo que, al solicitar mi exclusión del Acuerdo Colectivo, no recibiré ningún pago del Acuerdo aprobado por el Tribunal en la Demanda.

La Declaración de Exclusión escrita también debe incluir su nombre completo (incluido el nombre que utilizó mientras trabajaba para el Demandado, si es diferente), dirección, los últimos cuatro dígitos de su número de Seguro Social y su número de teléfono. Debe firmar, fechar y enviar la Declaración de Exclusión al Administrador del Acuerdo por correo electrónico o correo postal prioritario de EE. UU., a la dirección, número de fax o dirección de correo electrónico que se indican a continuación:

Rafael Lira Cupa v. organicgirl, LLC Acuerdo de Demanda Colectiva
[Administrador]
[dirección postal/P.O. Box]
[Ciudad, Estado, Código Postal]
[número de teléfono]
[número de fax]
[correo electrónico]

Si desea excluirse del Acuerdo Colectivo, debe presentar una Declaración de Exclusión por escrito al Administrador del Acuerdo a más tardar el [Fecha límite de Respuesta].

Si envía una Declaración de Exclusión que no presente sello postal, correo electrónico o fax a más tardar el [Fecha límite de Respuesta], sujeta a la decisión final del Tribunal, puede ser rechazada y usted será incluido en el Acuerdo Colectivo y estará sujeto a las Reclamaciones Exoneradas de Clase y a todos los demás términos del Acuerdo Colectivo y recibirá el Pago Individual del Acuerdo correspondiente. Del mismo modo, si recibe y cobra un cheque por su Pago Individual del Acuerdo y decide excluirse del mismo, su intento de exclusión puede considerarse nulo, y se le incluirá en el Acuerdo Colectivo, quedando sujeto a las Reclamaciones Exoneradas de Clase y a todos los demás términos del Acuerdo. Asimismo, si se presentan tanto una Declaración de Exclusión como una objeción, dicha Declaración se considerará nula. Incluso si un Miembro de Clase decide no participar en el Acuerdo Colectivo, seguirá recibiendo una parte del pago de PAGA y la liberación de esa reclamación (si trabajó en algún período de pago durante el período de PAGA). No existe ningún mecanismo para excluirse de la parte de este acuerdo relativa a la PAGA.

Opción 3: Presentar una objeción ante el Tribunal y seguir siendo un Miembro del Acuerdo Colectivo

Un Miembro de Clase Participante del Acuerdo que no haya optado por no participar y crea que el Acuerdo no debería ser aprobado por cualquier motivo, puede oponerse a la parte colectiva del Acuerdo propuesto. Para oponerse al Acuerdo Colectivo, debe seguir siendo miembro de la Clase y, si el Tribunal aprueba el Acuerdo, quedará sujeto a sus términos.

Si desea oponerse, puede hacerlo mediante una objeción por escrito al Administrador del Acuerdo. Si desea presentar una objeción por escrito al Acuerdo Colectivo, deberá enviar su declaración por escrito al Administrador del Acuerdo por correo postal, fax o correo electrónico. La objeción debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social, y debe indicar con precisión el fundamento fáctico y legal en el que se basan las objeciones.

Todas las objeciones por escrito deben enviarse al Administrador del Acuerdo por correo postal, correo electrónico o fax a más tardar el [Fecha límite de Respuesta]. La fecha del sello postal del sobre de envío, o la fecha del envío por fax o correo electrónico al Administrador del Acuerdo, será el único medio para determinar si una objeción por escrito se presentó a tiempo.

El Tribunal escuchará a cualquier Miembro de Clase del Acuerdo que asista a la audiencia final de aprobación y solicite hablar.

V. EL EFECTO VINCULANTE DEL ACUERDO

Tras la aprobación final del acuerdo por parte del Tribunal y el financiamiento completo del Monto Bruto del Acuerdo y los Impuestos del Empleador, y excepto en cuanto a los derechos o reclamos que puedan crearse por el acuerdo, el Demandante y los Miembros de Clase Participante del Acuerdo (es decir, los Miembros de Clase del Acuerdo que no se hayan excluido efectivamente del acuerdo como se describe a continuación), renuncian a todos los reclamos, derechos, demandas, responsabilidades, daños, sanciones, honorarios de abogados, costos y causas de acción de toda naturaleza y descripción, que surjan de todos y cada uno de los reclamos que se presentaron en la Demanda o que razonablemente podrían haberse presentado con base en los hechos alegados en la Demanda, incluyendo reclamos estatutarios, constitucionales o de derecho común por salarios, daños, costos no pagados, daños liquidados, sanciones, intereses, honorarios de abogados, costos de litigio, restitución, alivio equitativo u otro alivio basado en los siguientes reclamos: todos los reclamos por (1) Horas Extras No Pagadas; (2) Primas de Período de Comida No Pagadas; (3) Primas de Período de Descanso No Pagadas; (4) Salarios Mínimos No Pagados; (5) Salarios finales no pagados a tiempo; (6) Salarios no pagados a tiempo durante el empleo; (7) Declaraciones de salarios que no cumplen con los requisitos; (8)

Incumplimiento en el mantenimiento de los registros de nómina necesarios; (9) Gastos comerciales no reembolsados; y (10) Prácticas comerciales injustas e ilegales (colectivamente, las “**Reclamaciones Exoneradas de Clase**”).

Tras la aprobación final del acuerdo por parte del Tribunal y el financiamiento total del Monto Bruto del Acuerdo y los Impuestos del Empleador, el Demandante, los Miembros PAGA y el Estado de California liberaron todas las reclamaciones, teorías y causas de acción alegadas o que podrían haberse alegado o planteado de otro modo con base en las alegaciones de hecho establecidas en la Demanda del Demandante, carta a LWDA con fecha del 8 de septiembre de 2023, que incluye reclamaciones bajo las secciones 201, 202, 204, 210, 226, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2698, y *sig.*, 2800, 2802 del Código Laboral y las Órdenes Salariales correspondientes, incluidas las teorías por (1) Horas Extras No Pagadas; (2) Primas por Período de Comida No Pagadas; (3) Primas por Período de Descanso No Pagadas; (4) Salarios Mínimos No Pagados; (5) Salarios Finales No Pagados a Tiempo; (6) Salarios no pagados a tiempo durante el empleo; (7) Declaraciones de salario que no cumplen con los requisitos; (8) Incumplimiento en el mantenimiento de los registros de nómina necesarios; (9) Gastos comerciales no reembolsados; (10) Prácticas comerciales injustas e ilegales; y (11) Ley de Acción Privada del Fiscal General (PAGA) (“**Reclamaciones Exoneradas de PAGA**”).

Si el Tribunal no aprueba de manera definitiva el Acuerdo, o si no se cumple alguna de sus condiciones, este quedará anulado, no se abonará ningún pago y el caso volverá a la vía judicial. Sin embargo, si eso sucede, no hay garantía de que: (a) cualquier decisión en el juicio sea a favor de algún Miembro de Clase; (b) una decisión favorable en el juicio, si la hubiera, sería tan favorable para algún Miembro de Clase como el Acuerdo; o (c) cualquier decisión favorable en el juicio se mantendría si se presentara una apelación. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones presentadas en la Demanda.

VI. INFORMACIÓN ADICIONAL

Este Aviso es solo un resumen de la Demanda y del Acuerdo. Para obtener una descripción más detallada de los asuntos relacionados con la Demanda y el Acuerdo, puede consultar los alegatos, el Acuerdo de Conciliación y otros documentos presentados en la Demanda, que pueden consultarse en la ventanilla de acceso público de la Oficina de Registros del Tribunal Superior del Condado de Monterey, ubicado en 1200 Aguajito Road, Monterey, California 93940, durante el horario de atención habitual de cada día hábil judicial.

En caso de existir algún conflicto entre este Aviso y los términos del Acuerdo de Conciliación, prevalecerán estos últimos.

NO LLAME NI SE COMUNIQUE CON EL SECRETARIO DEL TRIBUNAL NI CON EL JUEZ PARA MÁS INFORMACIÓN SOBRE EL ACUERDO.

Si tiene alguna pregunta sobre el Acuerdo, puede comunicarse con el Administrador del Acuerdo en la siguiente información de contacto:

[Administrador del Acuerdo]
[Dirección postal/P.O. Box]
[Ciudad, Estado, Código postal]
[Número de teléfono]
[Número de fax]