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Attorneys for Plaintiff, EMMA WYATT,
on behalf of herself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

EMMA WYATT, an individual, and on behalf
of all others similarly situated and aggrieved,

Plaintiff,

v.

SMOG CITY BREWING CO. LLC, a
California Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV24764

[Assigned for all purposes to the Hon. Elihu M.
Berle in Dept. 6]

~~[PROPOSED]~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

FILED
Superior Court of California
County of Los Angeles

07/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

1 This Court, having considered the Motion of plaintiff Emma Wyatt (“Plaintiff”) for
2 Preliminary Approval of the Class Action and Representative Action Settlement and Provisional
3 Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the
4 Declarations of Brandon M. Chang, David D. Bibiyan, Plaintiff, Sean Hartranft, the Class and
5 PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the
6 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
7 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby
8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members” or “Class Members”) for the purpose of settlement only: all persons employed by
13 Defendant Smog City Brewing Co. LLC (“Defendant”) in California and classified as a non-exempt,
14 hourly-paid employee who worked for Defendant during the period from September 24, 2020
15 through October 14, 2025 (“Class Period”).

16 3. The Court preliminarily appoints the named Plaintiff, Emma Wyatt, as the Class
17 Representative. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of
18 Bibiyan Law Group, P.C., as Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
24 probable outcome of further litigation relating to liability and damages issues. It further appears that
25 extensive and costly investigation and research has been conducted such that counsel for the parties
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content the Class Notice that has been submitted
4 herewith as Exhibit A.

5 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
7 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
8 with the requirements of law and appears to be the best notice practicable under the circumstances.

9 7. “PAGA Members” means all persons employed by Defendant in California and
10 classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from
11 September 19, 2023, through the end of the Class Period (“PAGA Period”).

12 8. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$300,000.00, which is inclusive of: attorneys’ fees of up to thirty-five percent
14 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
15 Agreement, amounts to \$105,000.00, in addition to actual costs incurred of up to \$30,000.00; a
16 service award of \$7,500.00 to Plaintiff; costs of settlement administration of no more than
17 \$4,990.00; and Private Attorneys’ General Act of 2004 (“PAGA”) penalties in the amount of
18 \$30,000 of which \$19,500.00 (65%) will be paid to the Labor and Workforce Development Agency
19 (“LWDA”) and \$10,500.00 (35%) to “PAGA Members,” defined as all persons employed by
20 Defendant in California and classified as a non-exempt, hourly-paid employee who worked for
21 Defendant from September 19, 2023, through the end of the Class Period (“PAGA Period”).

22 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
23 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

24 10. Class Member’s “Workweek” shall mean any week during which a Class Member
25 worked for Defendant, for one or more calendar days during the Class Period.

26 11. The settlement is based on Defendant’s representation that there are no more than
27 5,186 Workweeks during the Class Period. In the event the number of Workweeks during the Class
28 Period increases by more than 10% , then, the Gross Settlement Amount shall be increased by the

1 same number of percentage points above 10% by which the actual number of Workweeks exceeds
2 5,706 (i.e., if there was an 11% increase in the number of workweeks during the Settlement Period,
3 Defendants would agree to increase the Gross Settlement Amount by 1%).

4 12. The Court deems Apex Class Action LLC (“Settlement Administrator” or “Apex”),
5 the Settlement Administrator, and payment of administrative costs, not to exceed \$4,990.00 out of
6 the Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

7 13. Not later than July 29, 2026, Defendant will simultaneously deliver the Class Data to
8 the Administrator in the form of a Microsoft Excel spreadsheet. “Class Data” means Class Member
9 identifying information in Defendant’s custody, possession, or control, including the Class
10 Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known
11 Social Security Number(s); and (5) and records sufficient for the Administrator to determine the
12 number of Workweeks and PAGA Pay Periods.

13 14. To protect Class Members’ privacy rights, the Administrator must maintain the Class
14 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
15 and restrict access to the Class Data to Administrator employees who need access to the Class Data
16 to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify
17 Class Counsel if it discovers that the Class Data omitted class member identifying information and
18 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
19 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
20 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
21 any issues related to missing or omitted Class Data.

22 15. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
23 necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the
24 Administrator within thirty (30) days of the Effective Date.

25 16. For any Class Member whose Individual Class Payment check or Individual PAGA
26 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)
27 the Administrator shall transmit the funds represented by such checks to the California Controller’s
28

1 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no “unpaid residue”
2 subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

3 17. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator
4 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
5 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
6 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
7 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
8 and the Class Representative Service Payment shall not precede disbursement of the Individual
9 Class Payments, and the Individual PAGA Payments.

10 18. No later than three (3) business days after receipt of the Class Data, the Administrator
11 shall notify Class Counsel that the list has been received and state the number of Class Members,
12 PAGA Members, Workweeks, and Pay Periods in the Class Data.

13 19. Using best efforts to perform as soon as possible, and in no event later than August
14 12, 2026, the Administrator will send to all Class Members identified in the Class Data, via first-
15 class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation,
16 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice
17 shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
18 Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
19 applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall
20 update Class Member addresses using the National Change of Address database.

21 20. Not later than three (3) business days after the Administrator’s receipt of any Class
22 Notice returned by the USPS undelivered, the Administrator shall re-mail the Class Notice using any
23 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
24 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to most
25 current address obtained. The Administrator has no obligation to make further attempts to locate or
26 send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

27 21. “Response Deadline” means October 12, 2026, and shall be the last date on which
28 Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her

1 Objection to the Settlement. Class Members to whom Notice Packets are resent after having been
2 returned undeliverable to the Administrator shall have an additional 15 days beyond the Response
3 Deadline has expired.

4 22. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
5 must send the Administrator, by mail, a signed written Request for Exclusion not later than the
6 Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her
7 representative that reasonably communicates the Class Member's election to be excluded from the
8 Settlement and includes the Class Member's name, address and email address or telephone number.
9 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

10 23. Every Class Member who does not submit a timely and valid Request for Exclusion
11 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
12 bound by all terms and conditions of the Settlement, including the Participating Class Members'
13 Releases under Paragraphs 5.2 and 5.3 of the Agreement, regardless whether the Participating Class
14 Member actually receives the Class Notice or objects to the Settlement.

15 24. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
16 Participating Class Member and shall not receive an Individual Class Payment or have the right to
17 object to the class action components of the Settlement. Because future PAGA claims are subject to
18 claim preclusion upon entry of the Judgement, Non-Participating Class Members who are PAGA
19 Members are deemed to release the claims identified in Paragraph 5.4 of the Agreement and are
20 eligible for an Individual PAGA Payment.

21 25. Each Class Member shall have until the Response Deadline to challenge the number
22 of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
23 Notice. The Class Member may challenge the allocation by communicating with the Administrator
24 via mail. The Administrator must encourage the challenging Class Member to submit supporting
25 documentation. In the absence of any contrary documentation, the Administrator is entitled to
26 presume that the Workweeks contained in the Class Notice are correct so long as they are consistent
27 with the Class Data. The Administrator's determination of each Class Member's allocation of
28 Workweeks and/or Pay Period shall be final and not appealable or otherwise susceptible to

1 challenge. The Administrator shall promptly provide copies of all challenges to calculation of
2 Workweeks and/or Pay Period to Defense Counsel and Class Counsel and the Administrator's
3 determination the challenges.

4 26. Only Participating Class Members may object to the class action components of the
5 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
6 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
7 and/or Class Representative Service Payment.

8 27. Participating Class Members may send written objections to the Administrator, by
9 mail. In alternative, Participating Class Members may appear in Court (or hire an attorney to appear
10 in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member
11 who elects to send a written objection to the Administrator must do so not later than 45 days after
12 the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members
13 whose Class Notice was re-mailed).

14 28. Non-Participating Class Members have no right to object to any of the class action
15 components of the Settlement.

16 29. All papers filed in support of final approval, including supporting documents for
17 attorneys' fees and costs, shall be filed by September 11, 2026.

18 30. The Settlement Administrator's declaration attesting to its due diligence and
19 compliance with all of its obligations under the Agreement, including, but not limited to, its mailing
20 of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts
21 to locate Class Members, the total number of Requests for Exclusion from Settlement it received
22 (both valid or invalid), the number of written objections, and the Exclusion List shall be filed no
23 later than November 6, 2026.

24 31. The Parties' responses to any objection raised by a Participating Class Member shall
25 be filed no later than November 6, 2026.

26 32. A Final Approval Hearing shall be held with the Court on November 18, 2026, at
27 9:00 a.m. in Department 6 of the above-entitled Court to determine: (a) whether the proposed
28 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (b) the

1 amount of attorneys' fees and costs to be awarded to Class Counsel; (c) the amount of service award
2 to the Class Representative; (d) the amount to be paid to the Settlement Administrator; and (e) the
3 amount to be apportioned to PAGA and/or paid to the LWDA and PAGA Members.

4 33. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
5 the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Agreement and/or
6 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
7 matters as are permitted by law.

8 **IT IS SO ORDERED.**

9 07/16/2026

10 Dated: _____



Elihu M. Berle

11 Elihu M. Berle / Judge

12 Judge of the Superior Court

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**
Emma Wyatt v. Smog City Brewing Co. LLC
(County of Los Angeles, California Superior Court Case No. 24STCV24764)

**As a current or former non-exempt, hourly-paid California employee of Smog City Brewing Co. LLC
you are entitled to receive money from a class action settlement.**

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendant Smog City Brewing Co. LLC (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from September 24, 2020 through October 14, 2025 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Emma Wyatt v. Smog City Brewing Co. LLC*, pending in the Superior Court of California for the County of Los Angeles, Case Number 24STCV24764 (the “Lawsuit”), alleging causes of action against Defendant for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code section 227.3; and unfair competition. Plaintiff also seek civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code.
- On July 15, 2026, the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from September 19, 2023, through the end of the Class Period ("PAGA Period") as a non- exempt, hourly-paid employee of Defendant, as well, then you will be deemed a “PAGA Member” and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your “Individual PAGA

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action LLC, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for November 18, 2026, in Department 6 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on November 18, 2026, in Department 6 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s record show that you currently work, or previously worked, for Defendant, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Emma Wyatt was hourly-paid, non-exempt employee of Defendant. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code section 227.3; and unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seek penalties under California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and PAGA Members for the Gross Settlement Amount of \$300,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$4,990.00; (2) a service award to Plaintiff in the amount of \$7,500.00, for her time and effort in pursuing this case; (3) of not more than 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$105,000.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$30,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or \$19,500.00, will be paid to the LWDA and thirty-five percent (35%), or \$10,500.00, will be distributed to PAGA Members. After deducting these sums, a total of approximately not less than \$122,510 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 5,186 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, then, the Gross Settlement Amount shall be increased by the same number of percentage points above 10% by which the actual number of Workweeks exceeds 5,706 (i.e., if there was an 11% increase in the number of workweeks during the Settlement Period, Defendants would agree to increase the Gross Settlement Amount by 1%).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Individual's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (i.e., PAGA Members) will receive a *pro rata* share of the \$10,500.00 allocated to PAGA Member as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each PAGA Member during the PAGA Period.

Defendant's record indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [Estimated Award] and your estimated payment as a PAGA Member would be [Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than October 12, 2026. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to PAGA Members will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Unclaimed Property Fund in your name.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also a PAGA Member. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release of Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint ("Class Released Claims").

Release of PAGA Claims: For the duration of the PAGA Period, all PAGA Members 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 facts stated in the Operative Complaint and the PAGA Notice ("PAGA Released Claims").

"Released Parties" means Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address and email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

[Settlement Administrator]

[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than October 12, 2026.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are a PAGA Member, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than October 12, 2026. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for November 18, 2026, at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012 and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://lacc.lacourt.org/>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

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Brandon M. Chang (SBN 316197)

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1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 6 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]