

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

Whitney v. Five J's Family Enterprises L.P.

San Bernardino Superior Court Case No. CIVSB2129063

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a class action lawsuit (“Action”) against Five J’s Family Enterprises L.P. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee for Defendant, Alissa Whitney (“Plaintiff”) and seeks payment of wages and other relief for a class of Defendant’s current and former non-exempt employees, employed in California at any time during the period beginning October 12, 2017, up to and including April 7, 2023 (“Class Members”). The Action also seeks penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or previously were employed by Defendant in California during the period from August 3, 2020, up to and including April 7, 2023 (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Payments, and (2) PAGA Penalties requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<ESA>> (less withholdings) and your Individual PAGA Payment is estimated to be \$<<ESA>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the period from August 3, 2020, up to and including April 7, 2023 (“PAGA Period”).)

The above estimates are based on Defendant’s records showing that **you worked >>XX>> workweeks** during the period beginning October 12, 2017, up to and including April 7, 2023 (“Class Period”) and **you worked <<XX>> PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make a settlement payment under the Settlement and requires Class Members and the Aggrieved Employees to give up their rights to assert certain claims against Released Parties (defined below in section 3).

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. In exchange, you will give up your right to assert Released Class Claims (defined below in section 3) against Released Parties.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment and you will not release Released Class Claims. If you are a member of the Aggrieved Employees, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will release Released Class Claims against Released Parties.
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<p>You Can Opt-out of the Class Settlement but not the PAGA Penalties.</p> <p>The Opt-out Deadline is <u>August 28, 2023.</u></p>	<p>You can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees will receive Individual PAGA Payments, and the Aggrieved Employees will release Released PAGA Claims (defined below in section 3) against Released Parties.</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Penalties.</p> <p>Written Objections Must be Submitted by <u>August 28, 2023.</u></p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel.</p>
<p>You Can Participate in the <u>November 1, 2023, Final Approval Hearing.</u></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on November 1, 2023. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing November 1, 2023. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods.</p> <p>Written Challenges Must be Submitted by <u>August 28, 2023</u></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by August 28, 2023. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

On October 12, 2021, Plaintiff commenced the Action. Plaintiff filed a Complaint purporting to allege causes of action against Defendant for: (1) unfair competition in violation of Cal. Bus. & Prof. Code section 17200, et seq., (2) failure to provide required meal periods in violation of Cal. Lab. Code sections 226.7 & 512 and the applicable IWC Wage Order, (3) failure to provide required rest periods in violation of Cal. Lab. Code sections 226.7 & 512 and the applicable IWC Wage Order, (4) failure to pay minimum wages in violation of Cal. Lab. Code sections 1182.12, 1194, 1197, & 1197.1, (5) failure to pay overtime wages in violation of Cal. Lab. Code section 510, et seq., (6) failure to provide accurate itemized statements in violation of Cal. Lab. Code section 226, (7) failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202, and 203, (8) violation of California Labor Code section 1198 and California Code of Regulations, Title 8, Section 1 1070(14) (failure to provide seating), and (9) violation of the Private Attorneys General Act (Labor Code section 2698, et seq.). Defendant denies the allegations in the Complaint and denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

Plaintiff is represented by attorneys in the Action: The JCL Law Firm, APC, and the Zakay Law Group, APLC (collectively “Class Counsel.”)

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired a retired judge in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and the Aggrieved

Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$950,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$316,666.66 (One-third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation costs. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class.
- C. Up to \$20,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% to Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions, except deductions for PAGA Penalties. The Court will consider all objections.

3. Net Settlement Sum Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Sum") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interests and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq., to be held in trust for those Participating Class Members and/or Aggrieved Employees who did not timely cash their checks.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **August 28, 2023**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **August 28, 2023**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments and will not release Released Class Claims.

You cannot opt out of the PAGA portion of the Settlement. Aggrieved Employees who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments. Aggrieved Employees will release Released PAGA Claims against Released Parties.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Release. “Released Parties” means Defendant and its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, exempt-employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

Plaintiff, the State of California, Class Members, the LWDA and Aggrieved Employees, will release claims against all Released Parties, as follows:

Released PAGA Claims: As of the date of the Order Granting Final Approval, and only after the Settlement has been fully funded by Defendant, Plaintiff, the State of California and all Aggrieved Employees, including those who timely and effectively exclude themselves from the class portion of the Settlement, shall nevertheless be bound by the Released PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Settlement Amount. Aggrieved Employees who timely and effectively exclude themselves from the class portion of the Settlement shall have their PAGA claims released only for the PAGA Period. The Released PAGA Claims include any and all claims for PAGA penalties asserted in the Action and arising from or reasonably related to the facts and claims alleged in the Action, or that could have been alleged in the Action based on the facts and claims alleged in the Action, and/or Plaintiff’s PAGA Notice identified on the LWDA’s website as LWDA-CM-840158-21, including, without limitation, claims for PAGA penalties arising from Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 205.5, 210, 218.5, 218.6, 226, et seq., 226.2, 226.3, 226.7, 246, 510, et seq., 512, 515, 558, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.14, 1198, et seq., 1198.5, 1199, 2695, et seq., 2698, et seq., 2699, 2699.3, 2802, 2804, Cal. Code of Regulations, Title 8, Section 11070(14), Cal. Code of Regulations, Title 8, Section 11070(14)(failure to provide suitable seating), and the applicable Industrial Welfare Commission Wage Order(s), including Wage Order 4-2001, Section 14.

Released Class Claims: As of the date of the Order Granting Final Approval, and only after the Settlement has been fully funded by Defendant, all Class Members who do not validly and timely opt out of the Settlement Agreement (which specifically includes Plaintiff) shall fully and finally release Released Parties of the Released Class Claims. The Released Class Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Action arising from and/or related to the facts and claims alleged/asserted in the Action, that could have been alleged/asserted in the Action based on the facts and claims alleged in the Action, and the facts and claims asserted in, arising from or related to, or could have been alleged in the PAGA Notice identified on the LWDA’s website as LWDA-CM-840158-21.

The Released Class Claims include all claims for (1) unfair competition in violation of Cal. Bus. & Prof. Code section 17200, et seq. arising from violations of the California Labor Code listed below, (2) failure to provide required meal periods in violation of Cal. Lab. Code sections 226.7 & 512 and the applicable IWC Wage Order, (3) failure to provide required rest periods in violation of Cal. Lab. Code sections 226.7 & 512 and the applicable IWC Wage Order, (4) failure to pay minimum wages in violation of Cal. Lab. Code sections 1182.12, 1194, 1197, & 1197.1, (5) failure to pay overtime wages in violation of Cal. Lab. Code section 510, et seq., (6) failure to provide accurate itemized statements in violation of Cal. Lab. Code section 226, (7) failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202, and 203, and (8) violation of California Labor Code section 1198 and California Code of Regulations, Title 8, Section 11070(14) (failure to provide seating), as well as claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; wages related to alleged illegal time rounding; failure to pay wages at least

twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses, including work-related cell-phone expenses and car mileage for work-related travel; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; unlawful deductions; failure to keep accurate records; failure to provide suitable seating; unlawful deductions and/or withholdings from wages; unfair business practices; suitable seating; civil penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs related to the Released Class Claims. The Released Class Claims also include but are not limited to all such claims arising under: California Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 205.5, 210, 218.5, 218.6, 226, et seq., 226.2, 226.3, 226.7, 246, 510, et seq., 512, 515, 558, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.14, 1198, et seq., 1198.5, 1199, 2802, 2804, Cal. Code of Regulations, Title 8, Section 11070(14), Cal. Code of Regulations, Title 8, Section 1 1070(14)(failure to provide suitable seating), the applicable Industrial Welfare Commission Wage Order(s), including Wage Order 4-2001, Section 14, the California Code of Regulations; California Code of Regulations tit. 8 section 3395; all claims relating to the Released Class Claims under the California Business and Professions Code sections 17200, et seq., 17201, 17203, 17021; the Release shall also include all claims relating to the Released Claims under the applicable Wage Orders of the California Industrial Welfare Commission (including, but not limited to, IWC Wage Order Nos. 4-2001, 5-2001, 10-2001 and 8 CCR § 11100) for failure to provide accurate itemized wage statements, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, The Released Claims include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from or reasonably related to the facts and claims alleged in the Action and/or PAGA Notice or that could have been alleged in the Action and/or PAGA Notice; and California Civil Code section 474. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect:

"By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all members of the Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by you.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until **August 28, 2023**, to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as members of the Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.

2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every member of the Aggrieved Employees who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Whitney v. Five J's Family Enterprises L.P.* Case No. CIVSB2129063, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes).

The Administrator must be sent your request to be excluded by August 28, 2023, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the November 1, 2023, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representatives Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.ilymgroup.com/FiveJ> or the Court's website at <https://cap.sb-court.org/search>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Service Award may wish to object. **The deadline for sending written objections to the Administrator is August 28, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (i.e., *Whitney v. Five J's Family Enterprises L.P.* Case No. CIV SB 2129063) and include your full name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at Participating Class Member's cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on November 1, 2023, at 9:00 a.m., in Department S-26 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.sb-court.org/general-information/remote-access>. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.ilymgroup.com/FiveJ> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://www.ilymgroup.com/FiveJ>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://cap.sb-court.org/search> and entering the Case Number for the Action, Case No. CIVSB2129063.

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

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

Settlement Administrator:

ILYM GROUP, INC.
P.O. Box 2031, Tustin, CA 92781
T: 1-888-250-6810
F: (888) 845-6185
E: claims@ILYMgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.