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10 individually, and on behalf of the putative class

FILED
Superior Court of California
County of Los Angeles

10/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 ALEX FURTADO, an Individual, on behalf of
15 himself and all others similarly situated,

16 Plaintiff,

17 vs.

18 BAMIA 2, LLC, a California limited liability
19 company; REEF GLOBAL, INC., a Florida
20 Corporation; REEF TECHNOLOGY, INC., a
21 corporate form unknown; and DOES 1-100,
22 Inclusive,

23 Defendants.

CASE NO.: 21STCV37585

*[Assigned for all purposes to the Honorable Elihu
M. Berle, Department 006]*

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

Date: October 11, 2023

Time: 10:00 a.m.

Dept.: 6

*[Filed concurrently with the Notice of Motion and
Motion for Preliminary Approval of Settlement;
Declaration of Kyle Nordrehaug; Declaration of
Mehrdad Bokhour; Declaration of Joshua
Falakassa; Declaration of Alejandro Valenzuela;
Declaration of Angeleigh Manjarrez; Declaration
of Paris Johnson; Declaration of Lisa Mullins of
Third-Party Administrator, ILYM Group, Inc.; Joint
Stipulation of Class Settlement; Class Notice; and
[Proposed] Order]*

1 WHEREAS, this Action is pending before this Court as a putative class action lawsuit brought by
2 the Named Plaintiffs Alejandro Valenzuela, Angeleigh Manjarrez, and Paris Johnson (“Plaintiffs” or
3 “Named Plaintiffs”) against Defendant Bamia 2, LLC (“Defendant”); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
5 settlement of the Action in accordance with the Joint Stipulation of Class Settlement (the “Stipulation” or
6 “Settlement” or “Agreement”), which sets forth the terms and conditions for a proposed Settlement and
7 final resolution of the Action upon the terms and conditions set forth therein; and the Court having read
8 and considered the Stipulation and the exhibits annexed thereto;

9 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

10 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
11 defined therein shall have the same meaning in this Order as set forth in the Stipulation. Per the Parties’
12 Stipulation, the Court hereby conditionally certifies the following Settlement Class for settlement purposes
13 only. Class Members: all individuals who are or were previously employed by Defendant Bamia 2 LLC
14 in California and classified as a non-exempt employee at any time during the period of October 28, 2017
15 through February 16, 2023 (the “Class Period”).

16 2. Upon entry of the Final Order of Approval, Participating Class Members who do not opt
17 out of the Settlement will release all claims that were alleged or that could have been alleged based on the
18 facts of Plaintiff’s operative complaint, as defined in the Stipulation (“Released Claims”). This includes
19 without limitation all claims for wages, statutory and civil penalties, damages and liquidated damages,
20 interest, injunctive or equitable relief, attorney’s fees and costs that were or could have been alleged and
21 whether known or unknown under the laws of California or the Fair Labor Standards Act (“FLSA”) arising
22 out of the allegations of the Complaint during the applicable class period, including, but not limited to:
23 (1) failure to provide required meal periods, (2) failure to provide required rest periods, (3) failure to pay
24 overtime wages, (4) failure to pay minimum wages, (5) failure to timely pay wages during employment,
25 (6) failure to pay all wages due to discharged and quitting employees, (7) failure to maintain required
26 records, (8) failure to furnish accurate, itemized wage statements, (9) failure to reimburse reasonable
27 business expenses, (10) unfair business practices; and (11) claims for civil penalties pursuant to the
28 California Private Attorneys General Act of 2004 (the “PAGA”). The release as to Defendant means

1 DEFENDANT and all of its present and former, direct and indirect, parent companies, subsidiaries,
2 owners, divisions, concepts, co-employers, related or affiliated companies (including but not limited to
3 REEF Technology LLC f/k/a REEF Technology, Inc. and REEF Global LLC f/k/a REEF Global, Inc.),
4 members, officers, directors, employees, agents, attorneys, insurers, re-insurers, successors and assigns,
5 and any individual or entity which could be liable for any of the Released Claims, and Defendant’s counsel
6 of record in the Action (hereinafter “Released Parties”). Plaintiffs and Participating Class Members will
7 release these Released Claims through the end of the Class Period.

8 3. Should for whatever reason the Settlement not become final, the fact that the Parties were
9 willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor be
10 admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

11 4. Named Plaintiffs are hereby preliminarily appointed and designated, for all purposes, as
12 the representatives of the Class, and the following attorneys are hereby preliminarily appointed and
13 designated as counsel for the Named Plaintiffs and the Class: Labor Law, PC; Blumenthal, Nordrehaug,
14 Bhowmik, DeBlouw LLP; Bokhour Law Group, P.C.; and Falakassa Law, P.C. (“Class Counsel”).

15 5. The Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable
16 as to all Class Members when balanced against the potential outcomes of further litigation relating to
17 liability and damages issues. The Court further finds that the Settlement has been reached as the result of
18 serious and non-collusive, arms-length negotiations by Defendant and Plaintiff (the “Settling Parties”).

19 6. A hearing (the “Settlement Hearing”) shall be held before this Court, located at 312 N.
20 Spring Street, Los Angeles, California 90012, on February 16, 2024 at 9:00 am in Department 6, to
21 determine all necessary matters concerning the Settlement, including: whether the proposed settlement of
22 the Action should be finally approved by the Court; whether a Judgment, as provided in the Stipulation,
23 should be entered herein; whether the plan of allocation contained in the Stipulation should be approved
24 as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsel’s Fees Award
25 and Cost Award, the Named Plaintiff’s service payment, and payment for Claims Administration Costs.
26 The motion for final approval and any documents in support of the award of attorneys; fees, expenses and
27 service awards shall be filed by December 15, 2023.

28 7. The Court hereby approves, as to form and content, of the revised Class Notice attached as

1 **Exhibit 1** hereto. The Court finds that distribution of the Notice, substantially in the manner and form set
2 forth in the Stipulation and this Order, meets the requirements of due process, is the best notice practicable
3 under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

4 8. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator and hereby
5 directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members the
6 Notice attached as Exhibit 1 hereto, by first class mail at their last known address by November 15, 2023.
7 Defendant shall provide the Class List and Data to the Settlement Administrator by November 1, 2023.

8 9. Any Class Member (as defined by the Stipulation) may choose to opt out of the Settlement
9 or object to the Settlement as provided in the Notice by following the instructions for requesting exclusion
10 from the Settlement Class or objecting to the settlement. Class Members will have until January 16, 2024
11 in which to postmark objections or a notice of opting out (“Notice Response Deadline”). The Settlement
12 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of any
13 Settlement Class Member, if any envelopes with Notices are returned. The Settlement Administrator will
14 take reasonable steps to ensure that the Notice is sent to all Settlement Class Members and for any returned
15 notices, the Settlement Administrator will re-mail a new Notice to any Class Member for whom an updated
16 address is located. If no forwarding address is provided, the Settlement Administrator shall promptly
17 attempt to determine a correct address by using ILYM Group’s proprietary skip-tracing software and/ or
18 using USPS’s NCOA database or other search using the name, address and/or Social Security number of
19 the Settlement Class Member involved, and shall then perform a re-mailing, if another mailing address is
20 identified by the Settlement Administrator, within five (5) business days of the date the original Notice
21 was returned as undeliverable. Thus, most if not all, class members will likely receive the Notice Packet.
22 Class Members who wish to exclude themselves from this Settlement must submit a written Request for
23 Exclusion to the Settlement Administrator by January 16, 2024 (the “Response Deadline”). With the
24 exception of PAGA Class Members, who will receive their share of the PAGA payment and be bound by
25 the Stipulation’s release of any and all claims under the PAGA regardless of their opt-out status, any
26 Settlement Class Member who timely requests exclusion will not be entitled to any recovery under the
27 settlement and will not be bound by the terms of the settlement or have any right to object, appeal or
28 comment thereon. Any written request to opt-out must be signed by each such person opting out. All Class

1 Members who do not timely and properly notify the Claims Administrator of their desire to opt-out of the
2 Settlement shall become bound by all determinations of the Court, the Stipulation and Judgment. The
3 final report of the Settlement Administrator shall be filed by February 2, 2024.

4 10. Any Settlement Class Members other than Plaintiff who wish to object to the Settlement
5 must mail, fax or email their written statement of objection (“Notice of Objection”) to the Settlement
6 Administrator by the Response Deadline. The date of the postmark on the return mailing envelope, fax
7 time stamp or email time stamp shall be deemed the exclusive means for determining that a Notice of
8 Objection was served timely. The Notice of Objection must be signed by the Settlement Class Member
9 and include the full name of the Settlement Class Member; the dates of employment of the Settlement
10 Class Member; a clear and concise statement of the basis for each specific objection and any
11 accompanying legal support therefor; and whether the Settlement Class Member intends to appear at the
12 Final Approval/Settlement Fairness Hearing. Settlement Class Members who submit a timely Notice of
13 Objection prior to the Response Deadline will have a right to appear at the Final Approval/Settlement
14 Fairness Hearing in order to have their objections heard by the Court. The Court will hear from any Class
15 Member who attends the Final Approval Hearing and asks to speak regarding his or her objection without
16 the need to file a written objection or notice of appearance. Written Objections will not be presumptively
17 invalidated if the objections do not comply with all requirements, other than timeliness. The deadline to
18 for the Parties to respond to any objections is February 2, 2024.

19 11. As of the date this Order is signed, all dates and deadlines associated with the Action shall
20 be stayed, other than those pertaining to the administration of the Settlement of the Action.

21 12. In the event that, after the Parties have exhausted all reasonable efforts to have the
22 Stipulation approved by the Court, the Stipulation is not preliminarily or finally approved by the Court,
23 fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or
24 prohibits Defendant from obtaining a complete resolution of the claims as described herein:

25 a. The Settlement Agreement shall be void *ab initio* and of no force or effect, and
26 shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect
27 to any issue, substantive or procedural;

28 b. The conditional class certification (obtained for any purpose) shall be void *ab initio*

1 and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding
2 for any purpose or with respect to any issue, substantive or procedural; and

3 c. None of the Parties to the Settlement will be deemed to have waived any claims,
4 objections, defenses or arguments in the Action, including with respect to the issue of class certification.

5 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all
6 dates provided for in the Stipulation without further notice to Class Members, and retains jurisdiction to
7 consider all further applications arising out of or connected with the proposed Settlement.

8
9 **IT IS SO ORDERED.**

10
11 DATED: FEBRUARY  **Elihu M. Berle**
12 HONORABLE ELIHU M. BERLE
13 JUDGE OF THE SUPERIOR COURT
14 Elihu M. Berle / Judge
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EXHIBIT #1

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

Alex Furtado v. REEF Global, Inc., Bamia 2, LLC, and Reef Technology, Inc., Case Number 21STCV37585

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Bamia 2, LLC (“DEFENDANT”) for alleged wage and hour violations. The Action was filed by former DEFENDANT employees Alex Furtado, Alejandro Valenzuela, Angeleigh Manjarrez, and Paris Johnson (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of all individuals who are or were previously employed by Defendant Bamia 2 LLC in California and classified as a non-exempt employee at any time during the Class Period (October 28, 2017, through February 16, 2023) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons employed in California by Defendant Bamia 2 LLC as an hourly, non-exempt employee at any time during the PAGA Period (August 4, 2020, through February 16, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring DEFENDANT to fund Individual Class Payments, and (2) a PAGA Settlement 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 \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to DEFENDANT’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on DEFENDANT’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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 don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against DEFENDANT.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against DEFENDANT, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against DEFENDANT that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is January 16, 2024</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. DEFENDANT must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by January 16, 2024</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the February 16, 2024 Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on <u>February 16, 2024 at 9:00 a.m.</u> You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by January 16, 2024</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to DEFENDANT’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 16, 2024. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former DEFENDANT employees. The Action accuses DEFENDANT of violating California labor laws by failing to provide required meal periods, failing to provide required rest periods, failing to pay overtime wages, failing to pay minimum wages, failing to timely pay wages during employment, failing to pay all wages due to discharged and quitting employees, failing to maintain required records, failing to furnish accurate itemized wage statements, failing to indemnify employees for necessary expenditures incurred in the discharge of duties, and committing unfair and unlawful business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Labor Law PC; Falakassa Law, PC; Bokhour Law Group, P.C.; and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“Class Counsel.”)

DEFENDANT strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether DEFENDANT or Plaintiff is correct on the

merits. In the meantime, Plaintiff and DEFENDANT hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, 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 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 \$1,400,000 as the Gross Settlement Amount (Gross Settlement). DEFENDANT has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, DEFENDANT will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 466,200 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$13,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,750.00 to the Administrator for services administering the Settlement.

D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and DEFENDANT are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to [e.g., interest, etc.] (“Non-Wage Portion.”). The Wage Portion is subject to withholdings 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 don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than January 16, 2024, 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 January 16, 2024 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against DEFENDANT.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against DEFENDANT based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and 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. Participating Class Members’ Release. After the Judgment is final and DEFENDANT has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against DEFENDANT or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon full funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Participating Class Members of all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period and a release from the State of California and Aggrieved Employees of 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, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims outside of the Class Period, and PAGA claims outside of the PAGA period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and DEFENDANT has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against DEFENDANT, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against DEFENDANT or its related entities based

on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Upon full funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Participating Class Members of all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period and a release from the State of California and Aggrieved Employees of 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, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period, and PAGA claims outside of the PAGA period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in DEFENDANT's records, are stated in the first page of this Notice. You have until January 16, 2024 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept DEFENDANT's calculation of Workweeks and/or 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 Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and DEFENDANT's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Furtado v. REEF Global*, Case No. 21STCV37585, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by January 16, 2024, 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. By December 15, 2023 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.ilymgroup.com/contact> or the Court's website <http://www.lacourt.org/casesummary/ui/index.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is January 16, 2024.** 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 *Furtado v. REEF Global*, Case No. 21STCV37585 and include your

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 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on February 16, 2024 at 9:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.ilymgroup.com/contact> 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 the Settlement Administrator's website at <https://www.ilymgroup.com/contact>. You can also telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV37585. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Settlement Administrator:
ILYM Group, Inc.
lisa@ilymgroup.com
(714) 878-8836
14751 Plaza Drive, Suite J
Tustin, CA 92780

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 https://www.sco.ca.gov/upd_msg.html 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.