

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Martinez v. Lascari’s and Sons, Inc., et al.

Superior Court of the State of California, County of Los Angeles Case No. BC716005

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF DEFENDANTS LASCARI’S AND SONS, INC. AND LASCARI’S GROUP INC. AT LASCARI’S BRANDED RESTAURANTS IN CALIFORNIA AT ANY TIME FROM AUGUST 1, 2014, THROUGH PRELIMINARY APPROVAL, THIS CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) SETTLEMENT MAY AFFECT YOUR RIGHTS.

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING AND RECEIVE A PAYMENT	<p>To receive a payment from the Settlement, you do not have to do anything.</p> <p>If you do nothing, you will be considered a Settlement Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this Notice. In exchange for the Individual Settlement Payment, you will be considered a Settlement Class Member and will release the Released Class Claims against Defendants Lascari’s and Sons, Inc., Lascari’s Group, Inc., and the Released Parties as detailed in Section 4 below. You will also give up the right to pursue a separate legal action against Defendants and the Released Parties, as explained more fully below.</p>
EXCLUDE YOURSELF	<p>You have the option to pursue separate legal action against Defendants about the claims in this lawsuit, other than the Released PAGA Claims. If you choose to do so, you must send a written request to opt out (“Opt Out”) from the Class and Settlement’s release of Released Class Claims to the Settlement Administrator as provided below. As a result, you will not receive an Individual Settlement Payment under the Settlement. If you submit a valid Opt Out and are a PAGA Employee, you will still be bound by the release of the Released PAGA Claims, and you will receive your PAGA Payment Share.</p>
OBJECT	<p>Write to the Settlement Administrator about why you do not agree with the Settlement. Ultimately, the Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. You may object by submitting your objection to the Settlement Administrator. If you fail to submit a timely objection, you will be foreclosed from objecting to this Settlement, unless otherwise ordered by the Court.</p>
APPEAR AT THE FINAL APPROVAL HEARING	<p>Appear at the Final Approval Hearing to speak to the Court about the fairness of the Settlement. You are not required to do this.</p>

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) has been reached in the above-captioned action (the “Civil Action”) pending in the Superior Court of the State of California, in and for the County of Los Angeles (the “Court”) between Plaintiff Catrina Martinez (“Plaintiff”) and Defendants Lascari’s and Sons, Inc. and Lascari’s Group, Inc. (“Defendants”).

The Court has certified, for settlement purposes only, the following class (the “Class”): **All individuals who are or were non-exempt employees of Defendants at Lascari’s branded restaurants in California at any time from August 1, 2014, through October 26, 2021.** The Court has also preliminarily approved a group of PAGA aggrieved employees (“PAGA Employees”), defined as: **All individuals who are or were non-exempt employees of Defendants at Lascari’s branded restaurants in California at any time from March 27, 2017, through October 26, 2021.**

The purpose of this Notice of Class Action and PAGA Settlement (“Notice”) is to briefly describe the Civil Action, and to inform you of your rights and options in connection with them and the proposed Settlement. The proposed Settlement will resolve all claims in the Civil Action. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASED CLASS CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, AS APPLICABLE, UNLESS YOU TIMELY REQUEST TO OPT OUT FROM THE CLASS AND THE SETTLEMENT.

IN ADDITION, IF YOU ARE A PAGA EMPLOYEE, YOU ARE ELIGIBLE TO RECEIVE A PAGA PAYMENT SHARE UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASED PAGA CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, AS APPLICABLE. YOU CANNOT REQUEST TO OPT OUT FROM THE RELEASE OF RELEASED PAGA CLAIMS.

2. What is this class action lawsuit about?

On August 9, 2018, Plaintiff Catrina Martinez (“Plaintiff”) filed a putative class action complaint in the Los Angeles County Superior Court (the “Class Action”), alleging the following claims against Lascari’s and Sons, Inc. (“Lascari’s and Sons”): (1) failure to provide required meal periods; (2) failure to authorize and permit required rest periods; (3) failure to pay overtime; (4) failure to pay minimum wages; (5) failure to pay timely wages due at termination/waiting time penalties; (6) failure to timely pay all wages, including reporting time off; (7) failure to reimburse for employment related expenses; (8) failure to maintain required records; (9) failure to furnish accurate itemized wage statements; (10) failure to provide written notice of paid sick leave; (11) failure to provide all paid sick leave; (12) failure to pay all gratuities earned; (13) failure to provide one day’s rest in seven; (14) unfair and unlawful business practices; and (15) penalties under the Private Attorneys General Act (“PAGA”).

On March 28, 2019, Plaintiff filed a First Amended Complaint to add Defendant Lascari’s Group, Inc. The complaint and amended complaint filed in the Civil Action are collectively referred to herein as the “Complaint.” Defendant Lascari’s and Son’s Inc. and Defendant Lascari’s Group, Inc. are collectively referred to herein as “Defendants.” In the Complaint, Plaintiff sought damages, restitution, penalties, unpaid wages, injunctive relief, declaratory relief, pre- and post-judgment interest, costs, attorneys’ fees, and any other relief deemed appropriate by the Court on the basis of the allegations.

Defendants and the Released Parties expressly deny any wrongdoing or liability to Plaintiff or any current or former non-exempt employee of Defendants at Lascari’s branded restaurants in California. Defendants are confident that they have strong legal and factual defenses to the above claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct has been lawful at all times relevant, that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

The Court granted preliminary approval of the Settlement on **November 8, 2021**. At that time, the Court also preliminarily approved Plaintiff to serve as Class Representative, and the law firm of Gunn Coble LLP as Class Counsel.

3. Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Civil Action are:

Class Counsel

Beth A. Gunn
Catherine J. Coble
Gunn Coble LLP
3555 Casitas Avenue
Los Angeles, CA 90039
Telephone: 800.900.0695
Email: contact@gunncoble.com

*Attorneys for Plaintiff
CATRINA MARTINEZ and the Class*

Defense Counsel

Michael R. Kleinmann
Brittany M. Hernandez
REED SMITH LLP
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90071

*Attorneys for Defendants LASCARI’S AND
SONS, INC. and LASCARI’S GROUP, INC.*

Charles Lew
Isaiah Artest
The Lew Firm, APC
433 Camden Drive, Suite 600
Beverly Hills, California 90210

*Attorneys for Defendants LASCARI’S AND
SONS, INC. and LASCARI’S GROUP, INC.*

4. What are the terms of the Settlement?

Gross Settlement Amount.

Subject to final Court approval, Defendants will pay Five Hundred and Fifty Thousand Dollars and No Cents (\$550,000) (the “Gross Settlement Amount”) in connection with this Settlement. The Gross Settlement Amount includes: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Enhancement Award to Plaintiff, requested to be Ten Thousand Dollars and No Cents (\$10,000); (c) the Court-approved attorneys’ fees and costs to Class Counsel, requested to be One Hundred and Sixty-Five Thousand Dollars and No Cents (\$165,000) and up to Fifteen Thousand Dollars and No Cents (\$15,000), respectively; (d) the Settlement Administration Costs, estimated to be \$16,000; and (e) the PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Employees for PAGA penalties, described below.

The Parties have agreed that Twenty Thousand Dollars and No Cents (\$20,000) of the Gross Settlement Amount will be allocated to penalties under PAGA and settlement of PAGA Employees’ claims arising under PAGA. Pursuant to Labor Code Section 2699(i), 75% of the PAGA Payment (\$15,000) will be paid to the LWDA for PAGA penalties and 25% of the PAGA Payment (\$5,000) shall be distributed to all PAGA Employees. PAGA Employees means all individuals who are or were non-exempt employees of Defendants at Lascari’s branded restaurants in California at any time from March 27, 2017, through preliminary approval (“PAGA Employees”).

Net Settlement Amount.

After deducting the above-referenced items, the remaining amount called the “Net Settlement Amount”, shall be distributed to all Class Members who do not request to be excluded from the Settlement (“Settlement Class Member”).

The Individual Settlement Payment to each Settlement Class Member shall be determined based on the number of Qualifying Workweeks worked by the Settlement Class Member during the Class Period. The Net Settlement Amount shall be divided by the total number of Qualifying Workweeks for all Settlement Class Members during the Class Period. The result of this division shall yield a Workweek Payment Rate for the Class. The gross amount of each Settlement Class Member’s Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks applicable to that Class Member by the Workweek Payment Rate. Governmentally-required employee tax withholdings shall be deducted from that portion of each Individual Settlement Payment allocated as wages.

PAGA Payment Share.

The Five Thousand Dollars and No Cents (\$5,000) PAGA Payment to the PAGA Employees (which represents 25% of the \$20,000 allocated to settlement of PAGA claims), shall be divided by the total number of PAGA Workweeks for all PAGA Employees during the PAGA Period. The result of this division shall yield a PAGA Workweek Payment Rate for PAGA Employees. The gross amount of each PAGA Employee’s PAGA Payment Share shall be calculated by multiplying the number of PAGA Workweeks applicable to that PAGA Employee by the PAGA Workweek Payment Rate.

You do not have to do anything to receive a payment. If the Settlement is approved by the Court, Settlement Class Members will be mailed checks for their Individual Settlement Payments and PAGA Payment Shares, if applicable, which shall remain negotiable for 180-days from the date of mailing.

Any Individual Settlement Payment checks and/or PAGA Payment Share checks that remain uncashed after One Hundred Eighty (180) days from issuance shall be void and the Settlement Administrator shall pay the funds represented by such un-redeemed checks as follows: to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.* In such event, the Settlement Class Member and/or PAGA Employee shall nevertheless remain bound by the Settlement’s Released Class Claims and/or Released PAGA Claims, as applicable. Notwithstanding the foregoing, the Settlement’s Released Class Claims does not include any individual claims under Section 16(b) of the FLSA, 29 U.S.C. 216(b), as to a Settlement Class Member who does not opt-in to the Settlement by cashing, depositing, or endorsing his or her Individual Settlement Payment check, to the extent that opting in is required to release such FLSA claims, as set forth below.

Tax Reporting

For tax reporting purposes, twenty-five percent (25%) of the amount of each Individual Settlement Payment to each Settlement Class Member shall be allocated to their respective alleged unpaid wage claims and shall be paid net of all applicable employment taxes, including any federal, state, and/or local in issue tax withholding requirements and the employee share of FICA taxes. Seventy-five percent (75%) of the amount of each Individual Settlement Payment to each individual Settlement Class Member shall be allocated to alleged penalties and interest and shall not be subject to withholding. PAGA Payment Shares will be allocated entirely as penalties and will be included on an IRS Form 1099 to each PAGA Employee. Each Settlement Class Member, PAGA Employee, Class Counsel, and Class Representatives shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of any payment received. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Settlement Class Member are unique to him/her, and each Settlement Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement

This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

5. What Do I Release Under the Settlement?**Released Class Claims.**

Providing there is final approval of this Settlement, then as of the date on which Defendants fully fund the Settlement (“Release Effective Date”), each Settlement Class Member, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them from the Released Class Claims. The Released Class Claims with respect to the Settlement Class Members include all claims, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description, that were alleged in the operative First Amended Complaint or PAGA Letters, or arising out of the facts and claims alleged in the operative First Amended Complaint and/or PAGA Letters against Defendants or any of the Released Parties, including, but not limited to, failure to pay wages including, but not limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, on-duty and/or short meal and/or rest periods, failure to pay wages semi-monthly at designated times, failure to reimburse for business expenses, failure to pay wages upon termination, failure to provide accurate itemized wage statements, failure to reimburse for business expenses, failure to provide all paid sick leave and failure to provide written notice of paid sick leave, failure to pay all gratuities earned, failure to provide one day’s rest in seven, and failure to maintain required records, penalties, damages, interest, costs or attorneys’ fees, and violations of any other state or federal law, whether for economic damages, non-economic damages, liquidated or punitive damages, restitution, tort, contract, the Fair Labor Standards Act (“FLSA”), equitable relief, injunctive or declaratory relief, to the extent necessary to effect a full and complete release of the Released Class Claims, including, but not limited to, all claims under any common laws, contract, Cal. Code of Regulations, Title 8, Sections 11000, *et seq.*, Wage Order 5-2001, Wage Order 9 or any other applicable Wage Order, California Labor Code Sections 96-98.2, *et seq.*, 200-204, 210, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 229, 246, 246.5, 350-353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194-1197.1, 1198, 1198.5, 1199, 2699, 2802, California Civil Code Sections 3294 and 3336 and any related provisions, the California Code of Civ. Proc. Section 1021.5, and/or the California Business & Professions Code Sections 17200, *et seq.* This release shall extend to all such claims accrued during the Class Period. This release is intended to cover Fair Labor Standards Act (“FLSA”) claims that were not specified in the operative complaints or PAGA Letters filed in the Action to the extent that they are duplicative of the causes of action alleged under the California Labor Code. This specifically includes FLSA claims for failure to pay overtime, minimum wages, or off-the-clock hours that are based on the same facts alleged in the complaints and PAGA Letters. Notwithstanding the foregoing, the Settlement’s Released Class Claims does not include any individual claims under Section 16(b) of the FLSA, 29 U.S.C. 216(b), as to a Settlement Class Member who does not opt into the Settlement by cashing, depositing or endorsing his or her Individual Settlement Payment check, to the extent that opting in is required to release such FLSA claims.

This means that, if you do not timely exclude yourself from the Settlement, you cannot pursue a separate legal action, continue a separate legal action, or be part of any other lawsuit against Defendants and any other Released Party for the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Civil Action will apply to you and legally bind you.

Released PAGA Claims

Providing there is final approval of this Settlement, then as of the Release Effective Date, each PAGA Employee (including Plaintiff on behalf of herself, the State of California and all PAGA Employees),

individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them from the Released PAGA Claims. The Released PAGA Claims with respect to PAGA Employees means all claims, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, that were alleged in the operative First Amended Complaint or PAGA Letters, or arising out of the facts and claims alleged in the operative First Amended Complaint and/or PAGA Letters against Defendants or any of the Released Parties, including, but not limited to, failure to pay wages including, but not limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, on-duty and/or short meal and/or rest periods, failure to pay wages semi-monthly at designated times, failure to reimburse for business expenses, failure to pay wages upon termination, failure to provide accurate itemized wage statements, failure to reimburse for business expenses, failure to provide all paid sick leave and failure to provide written notice of paid sick leave, failure to pay all gratuities earned, and failure to maintain required records, and penalties, interest, costs or attorneys' fees, to the extent necessary to effect a full and complete release of the Released PAGA Claims. This release shall extend to all such claims accrued during the PAGA Period. This release shall be binding on all PAGA Employees regardless of whether they submit a valid Opt Out from the Class.

Released Parties

The Released Parties herein means Defendants Lascari's and Sons, Inc. and Lascari's Group, Inc. and each of their respective present and former parents, affiliates, divisions and subsidiaries, acquired companies, and each of its respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing.

6. How much will my payment be?

Defendants' records reflect that you are a: Class Member <<PAGAStatus>>

Defendants' records reflect that you have <<CPTTotalWorkweeks_Rounded>> Qualifying Workweeks as a Class Member during the Class Period (August 1, 2014, through preliminary approval). The estimated Workweek Payment Rate for Class Members is \$6.01.

Based on this information, your estimated Individual Settlement Payment is <<estAmount>>. Please note that because additional persons may file claims, Opt-Out or challenge their Qualifying Workweeks, your actual gross share may be more or less, in addition, because tax withholdings and payments must be made with respect to a portion of this gross amount, your net payment will be less than your gross share.

Defendants' records reflect that you have <<TotalWorkweeks_PAGA_Rounded>> PAGA Workweeks during the PAGA Period (March 27, 2017, through preliminary approval). The estimated PAGA Workweek Payment Rate is \$0.15.

Based on this information, your estimated PAGA Payment Share is <<PAGAestAmount>>. Please note that because additional persons may file claims or challenge their workweeks, your actual gross share may be more or less.

If you believe that your Qualifying Workweeks and/or PAGA Workweeks are not correct and believe you are entitled to payment based upon a different number of workweeks, then you must inform the Settlement Administrator in writing of the basis for contesting any of the assigned workweeks and timely submit any Proof of Work that you may have to the Settlement Administrator. "Proof of Work" means document(s) that a Class Member may submit to the Settlement Administrator to show that he or she is entitled to payment based upon a different number of Qualifying Workweeks and/or different number of PAGA Workweeks than the numbers calculated by the Settlement Administrator based on Defendants' data.

To be accepted, your Proof of Work contesting the data must: (1) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only); (2) state, in writing, the reasons why you believe an additional amount is owed; (3) be signed by you or your legal representative; and (4) must be postmarked on or before the Response Deadline, which is **February 7, 2022** and/or be emailed to the Settlement Administrator by 11:59 p.m. on the date of the Response Deadline. Please be advised that the number of Qualifying Workweeks and/or PAGA Workweeks listed above will be deemed correct unless you challenge the workweeks as stated above.

As this is not a claims-made Settlement, Class Members need not submit anything, Class Members shall still be bound by this Agreement and shall release all Released Class Claims unless they submit a completed, signed and timely Opt Out. If you submit a valid Opt Out, you will still be bound by the release of the Released PAGA Claims and you will receive your PAGA Payment Share if you are a PAGA Employee.

7. What are my options in this matter?

You have two options under the Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Class and Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not Opt Out from the Class and the release of the Released Class Claims, you will be subject to any judgment that is entered in the Civil Action, including the release of the Released Class Claims, as applicable, as described above.

OPTION A. Remain in the Class If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment and a PAGA Payment Share (if applicable) under the Settlement, you do not need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Class Claims and Released PAGA Claims, as applicable, as described above. With respect to your Fair Labor Standards Act (“FLSA”) claim only, you will release those claims only if you affirmatively consent to opt-in and join this litigation pursuant to Section 216(b) of the FLSA, 29 U.S.C. § 216(b), by cashing, depositing, or endorsing your Individual Settlement Payment check, to the extent that opting-in is requested to release such FLSA claims, as described above.

Any amount paid to Settlement Class Members and/or PAGA Employees will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any collective bargaining agreement, employee pension benefit plan or employee welfare plan sponsored by Defendants and/or the Released Parties, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to the Settlement. If you wish to object, you must submit a written Objection (“Objection”) to the Settlement Administrator, postmarked or emailed no later than **February 7, 2022**.

If you submit a written objection, the Objection must: (1) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only); (2) state the grounds for the objection; (3) be signed by you or your lawful representative; and (4) be postmarked or emailed on or before **February 7, 2022** and returned to the Settlement Administrator at the email address or mailing address listed below. You can also hire an attorney at your own expense to represent you in your objection.

Martinez v. Lascari’s and Sons, Inc., et al. Civil Action Settlement

c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Phone: 1 (888) 464-0321

Fax: (949) 419-3446

Email: MarinezVLascaris@cptgroup.com

Any Class Member or PAGA Employee may object to the Settlement either by mailing or emailing a written objection using the process described above. Any Class Member or PAGA Employee who fails to submit a timely written Objection shall be foreclosed from objecting to this Settlement, unless otherwise ordered by the Court. The Court, in its sole discretion, may permit any member of the Class to address the Court at the Settlement Approval Hearing and may consider any statements made by a Class Member.

If the Court rejects your objection, however, you will be bound by the terms of the Settlement. Persons who exclude themselves from the Settlement may not submit objections to the Settlement or appear at the Final Approval Hearing.

Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Released PAGA Claims, as applicable, as set forth above, unless the Settlement is not finally approved by the Court.

OPTION B. If You Do Not Want To Be Part Of The Class And Be Bound By The Settlement and Released Class Claims. If you do not want to be part of the Class and Settlement's release of Released Claims, you must submit a written request to Opt Out ("Opt Out") to the Settlement Administrator, postmarked or emailed no later than **February 7, 2022**.

In order to be valid, your Opt Out must (1) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to exclude yourself from the Settlement and to opt out of the Settlement; (3) be signed by you, or your lawful representative; and (4) be postmarked or emailed by the Response Deadline and returned to the Settlement Administrator at the email address or mailing address specified below.

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c/o CPT Group, Inc.

50 Corporate Park

Irvine, CA 92606

Phone: 1 (888) 464-0321

Fax: (949) 419-3446

Email: MarinezVLascaris@cptgroup.com

If you do not submit a timely and valid Opt Out, you will be deemed a Settlement Class Member and you will be bound by the release of Released Class Claims, as described above and all other terms of the Settlement. **If you timely submit a valid, signed Opt Out, you will still be bound by the release of the Released PAGA Claims, and you will receive your PAGA Payment Share if you are a PAGA Employee, but you will not be entitled to any Individual Settlement Payment as a result of the Civil Action and Settlement and you will not be bound to the Settlement's release of Released Class Claims. You cannot object to the Settlement if you submit an Opt Out. If you submit both a completed, signed, and timely Proof of Work and a completed, signed and timely Opt Out, the Opt Out shall be deemed invalid, and you will be a Settlement Class Member and participate in the Settlement.**

8. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Enhancement Awards to Plaintiffs, the settlement administration costs, and the payment to the LWDA and PAGA Employees for PAGA penalties on **February 24, 2022 at 10:00 a.m.** in Department 11 of the Los Angeles County Superior Court, 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment, although any Class Member is welcome to attend.

Due to the COVID-19 pandemic, hearings are currently being conducted remotely via telephone. Class Members who wish to appear at the Final Approval Hearing may contact Class Counsel to arrange a telephonic appearance via the email address listed in Section 3 above, at least three days before the

hearing, so that Class Counsel may arrange for the Class Member's telephonic appearance and provide the Class Member with the call-in information. Fees incurred for Class Members' telephonic appearances will be considered a litigation cost to be deducted from the Gross Settlement Amount.

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and costs, the Enhancement Award to the Class Representative, the PAGA Payment, or any other aspect of the Settlement. If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is:
www.cptgroupcaseinfo.com/LascarisMartinezSettlement.

9. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-464-0321 or email the Settlement Administrator at MarinezVLascaris@cptgroup.com, or write to *Martinez v. Lascari's and Sons, Inc., et al. Civil Action Settlement, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606*; or contact Class Counsel at 1-800-900-8695 or contact@gunncoble.com.

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by contacting Class Counsel.

You must inform the Settlement Administrator or Class Counsel of any change of address to ensure receipt of your Individual Settlement Payment and PAGA Payment Share if applicable.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.