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Filed  
July 13, 2023  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara  
22CV407152  
By: tduarte

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13 *Attorneys for Plaintiff, the Putative Class, the LWDA, and the Aggrieved Employees*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SANTA CLARA**

16 MARIA MILLAN TORRES, individually  
17 and on behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 HENLEY RESTAURANTS, INC., a  
21 California Corporation, and DOES 1-50,  
22 inclusive.

23 Defendant.

Case No. 22CV407152

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: June 1, 2023

Time: 9:00 am

Dept.: 20

Judge: Hon. Socrates P. Manoukian

1 WHEREAS, the class representative MARIA MILLAN TORRES (“Plaintiff”) and Defendant  
2 HENLEY RESTAURANTS, INC. (“Defendant”), all acting through their counsel, have agreed,  
3 subject to Court approval, to settle this class action upon the terms and conditions set forth in the Class  
4 Action and PAGA Settlement Agreement (“Settlement Agreement”) filed herewith;

5 NOW, THEREFORE, based upon the Settlement Agreement and upon all of the files, records  
6 and proceedings in this matter;

7 IT IS HEREBY ORDERED that:

8 1. The Settlement Agreement and the settlement are preliminarily approved but are not  
9 an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by  
10 Defendant or of any violation of law. Neither the Settlement Agreement nor any related document  
11 shall be offered or received in evidence in any civil, criminal or administrative action or proceeding  
12 other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement  
13 and settlement. The obligations set forth in the Settlement Agreement are deemed part of this Order.  
14 All terms used herein shall have the same meaning as defined in the Settlement Agreement. The  
15 settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the  
16 Class.

17 2. The Court preliminarily certifies the following class (collectively referred to as the  
18 “Settlement Class”) for purposes of effectuating the Settlement:

19 **Plaintiff and all other individuals who are or were employed by Defendant Henley**  
20 **Restaurants, Inc., as hourly-paid employees, and who worked at least one shift in**  
21 **California from August 21, 2020, through December 6, 2022. (“Settlement Class**  
22 **Members”).**

23 3. The Settlement, including the \$250,000.00 gross settlement amount, falls within the  
24 range of reasonableness and appears to be presumptively valid, subject only to any objections that may  
25 be raised at the final fairness hearing and final approval by this Court. The Settlement Class is  
26 conditionally certified for purposes of C.C.P. § 382.

27 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys’  
28 fees and costs to Class Counsel, and the Class Representative’s Enhancement Award should be finally

1 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department  
2 20 on the date and time set forth in the implementation schedule in Paragraph 10 below.

3 5. This Court approves, as to form and content, the Court Approved Notice of Class  
4 Action Settlement and Hearing Date for Final Court Approval (the “Class Notice”), in substantially in  
5 the form attached to the Settlement Agreement as Exhibit A and attached hereto as **Exhibit A**. The  
6 Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the  
7 Settlement as set forth in the Settlement Agreement.

8 6. The Court directs the mailing of the Class Notice by first class United States mail to  
9 the Class Members in accordance with the Implementation Schedule set forth below. The Court finds  
10 the dates selected for the mailing and distribution of the Class Notice, as set forth in the  
11 Implementation Schedule, meet the requirements of due process and provide the best notice  
12 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled  
13 thereto.

14 7. It is ordered that the Class is preliminarily certified for settlement purposes only.

15 8. The Court confirms Plaintiff Maria Millan Torres as Class Representative, and Craig  
16 J. Ackermann of Ackermann & Tilajef, P.C. and Tatiana Hernandez of Law Office of Tatiana  
17 Hernandez, P.C. as Class Counsel.

18 9. The Court confirms CPT Group, Inc. as the Settlement Administrator.

19 10. The Court orders the following **Implementation Schedule** for further proceedings:

21 a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 15 calendar days of the Preliminary Approval Order] S.A. ¶ 4.2
23 b.	Deadline for Settlement Administrator to mail Class Notice Packet to Class Members	[Within 14 calendar days after receiving the Class Data] S.A. ¶ 8.4.2
25 c.	Deadline for Class Members to Object or Request to be Excluded from Settlement	[60 calendar days after the date of the initial mailing of the Notice to the Class Members by the Settlement Administrator] S.A. ¶ 8.5.1

d.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	[16 court days prior to the Final Approval and Fairness Hearing] S.A. ¶ 11
e.	<b>Final Approval and Fairness Hearing</b>	November 16, 2023, at 9:00 a.m.

**IT IS SO ORDERED.**

7/11/2023 10:45:00 AM

Dated: July 11, 2023



HON. SOCRATES P. MANOUKIAN

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# EXHIBIT A

## EXHIBIT A

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

*Maria Millan Torres v. Henley Restaurants, Inc.*

Santa Clara County Superior Court Case No. **XXXXXX**

*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 the settlement of an employee class action lawsuit ("Action") against Henley Restaurants, Inc. ("Defendant" or "Henley") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Maria Millan Torres ("Plaintiff") and seeks payment of (1) wages; (2) meal and rest period premiums; (3) wage statement penalties; (4) waiting time penalties; and (5) expense reimbursements for a class of employees ("Class Members") who worked for Defendant during the Class Period (August 21, 2020 to **XXX**); and (2) penalties under the California Private Attorney General Act ("PAGA") for all employees who worked for Defendant during the PAGA Period (March 1, 2021 to **XXX**) ("Aggrieved Employees"). Defendant denies all wrongdoing alleged in the Action.

The proposed Settlement has two main parts: (1) Individual Class Payments, and (2) Individual PAGA Payments.

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 may 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 PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked \_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ 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.

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.

The Court has preliminarily approved the proposed Settlement and approved this Notice, but has not yet decided whether to grant final approval. 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") at a Final Approval Hearing. 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 do not have to do anything to participate in the proposed Settlement and will be eligible for an Individual Class Payment and/or an Individual PAGA Payment based on the workweeks you worked during the Class Period and PAGA Period. 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><b>You Don't Have to Do Anything to Participate in the Settlement</b></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><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____</b></p>	<p>If you do not 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><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></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>
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<p><b>You Can Participate in the _____ Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. 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. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by _____</b></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 _____. See Section 4 of this Notice.</p>

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to reimburse business expenses, failing to provide compliant meal and rest periods, failing to issue compliant wage statements, and failing to pay timely and final wages. 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:

Craig Ackermann of Ackermann & Tilajef, P.C. and Tatiana Hernandez of the Law Office of Tatiana Hernandez, P.C. ("Class Counsel.")

Defendant denies any wrongdoing whatsoever, including any violation of labor laws, failure to pay wages, failure to reimburse expenses, failure to provide meal and rest breaks, failure to issue compliance wage statements, and any liability whatsoever for penalties. Defendant maintains that it complied with any and all laws, regulations, or other requirements at all times.

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

The Court has made no determination on Plaintiff's claims or allegations. In an effort to resolve the Action, Plaintiff and Defendant hired an experienced, neutral mediator to assist them in negotiating an to end the Action 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 \$250,000.00 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 following the Court's final approval of this settlement, but in no event prior to April 30, 2023. 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 \$83,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$15,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
  - D. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA 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 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to penalties and interest ("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 do not 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 \_\_\_\_\_, 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 \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your 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.

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, CPT 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 based on facts as alleged in the Action and resolved by this Settlement.

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

Plaintiff and all Participating Class Members will release Defendant and all of its subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns (the "Released Parties") from those claims alleged in Plaintiff's PAGA letter and forthcoming Operative Complaint, including claims for Defendant's alleged failure to (1) pay all minimum wages due under Labor Code sections 1194 of the Labor Code, including, but not limited to, wages due for time spent on pre-shift COVID-19 temperature checks and screenings; (2) derivative wage statement claims (Labor Code section 226); (3) derivative claims for penalties due to untimely payment of wages (Labor Code sections 204 and 210); (4) waiting time penalty claims for not paying all wages due on end of employment (Labor Code sections 201 – 203); (5) business expense reimbursement claims for work-related cell phone usage and gas mileage expenses in violation of Labor Code section 2802; (6) meal and rest periods claims in violation of Labor Code sections 512, 226.7 and Sections 11 and 12 of the applicable Wage Order; (7) civil penalty claims based on the foregoing under California's Private Attorney Generals Act ("PAGA"), Labor Code section 2699 et seq.; and (8) unfair competition claims based on the foregoing (Bus. & Prof. Code sections 17200 et seq.), and all primary rights associated with these listed claims (the "Released Claims").

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:

All Aggrieved Employees, whether Participating or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the forthcoming Operative Complaint and the PAGA Notice.

#### **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 \$6,250.00 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 \_\_\_\_\_ 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 \_\_\_\_\_, 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 \_\_\_\_\_, 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 days before the \_\_ 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 Fees, Litigation Expenses 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 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 Court's website: <https://portal.scscourt.org/search>.

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 \_\_\_\_\_.** 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 *Torres v. Henley Restaurants, Inc.*, Santa Clara County, Case No. **XXX** 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 do not have to, attend the Final Approval Hearing on          at (time) in Department [X] of the Santa Clara County Superior Court, located at **XX**. 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. 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://portal.scscourt.org/search> 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 Court's website at: <https://portal.scscourt.org/search> and entering the Case No. **XXX**. You can also make an appointment to personally review court documents in the Clerk's Office.

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

Class Counsel:

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Telephone: (213) 909-4248  
Facsimile: (310) 388-0639

Settlement Administrator:

CPT Group, Inc.  
Email Address:  
Mailing Address:  
Telephone:  
Fax Number:

## **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.

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