

NOTICE OF CLASS ACTION SETTLEMENT**Superior Court of California, County of Los Angeles
Eguizubal, et al. v. Community Restaurants, Inc., et al. Case No. BC687917****ATTN: <<EmployeeName>>**

This Notice provides important information about a proposed settlement in the class action lawsuit brought by Jairo Eguizubal, Ledy Bosque and Logan Chefren (collectively “Plaintiffs”) against Community Restaurants, Inc., Granville Glendale, Inc., Granville Restaurant Partners, LLC and Granville Restaurant Partners 2, LLC (collectively “Defendants”), and your right to participate in, exclude yourself from, or object to the settlement.

A. Summary of the Claims

Plaintiffs contend that Defendants violated various provisions of the Labor Code by its alleged: (1) failure to pay Class Members wages, minimum wages, and overtime for all work hours at the correct regular and premiums rates; (2) failure to provide Class Members rest breaks or pay rest break premiums; (3) failure to provide Class Members meal breaks or pay meal break premiums; (4) failure to provide Class Members with complete and accurate wage statements; (5) failure to timely pay Class Members all wages due at termination; and (6) unfair business practices. Plaintiffs also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Plaintiffs seek to recover on behalf of themselves and other Class Members, wages, missed meal and rest break premiums, expenses, penalties, interest, costs, and attorney’s fees.

Defendants completely deny all of Plaintiffs' claims and maintain that they have complied with all applicable laws. Specifically, Defendants contend that they correctly compensated Class Members; provided Class Members with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; provided Class Members with compliant wage statements; and timely paid Class Members all wages owing at the time of termination. Defendants further contend that for any purpose other than settlement, this action is not appropriate for class treatment.

The Court has not decided if Defendants violated any laws or if Plaintiffs or any other employees are entitled to any money or other relief.

B. Why You Are Receiving This Notice

On January 6, 2021, the Superior Court of California, County of Los Angeles (“the Court”) preliminarily approved a class action settlement of the lawsuit on behalf of all current and former non-exempt hourly employees of Defendants (“Class Members”) during the period beginning December 29, 2013 through January 6, 2021 (“Class Period”). According to Defendants' records, you are a Class Member. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement. This Notice explains your legal rights and options with respect to the settlement.

C. The Terms of the Settlement

Defendants believe that the cost to defend these claims will far exceed the cost to settle and, therefore, they have agreed to pay a maximum Gross Settlement Fund of \$543,500 in exchange for a release of the claims asserted by Plaintiffs and Class Members in the lawsuit. Out of the Gross Settlement Fund, Class Counsel will be requesting the Court to award it up to \$181,166.67 in attorney's fees, up to \$25,000 in litigation costs, an Enhancement Award to Plaintiffs Jairo Eguizubal, Ledy Bosque, and Logan Chefren of up to \$5,000.00 each, settlement administration costs of no more than \$25,000, and \$11,250 to the Labor Workforce Development Agency ("LWDA") under PAGA (75% of the \$15,000 for the claim asserted under PAGA). It is estimated that after deducting the attorney's fees, litigation costs, Enhancement Award, the LWDA payment, and administrative expenses from the Gross Settlement Fund, at least \$286,083.33 ("Net Settlement Fund") will be available for distribution to Class Members. As to the attorneys' fees, the fee split between Class Counsel is as follows: 67% to KJT Law Group LLP and 33% to Adams Employment Counsel.

The Net Settlement Fund will be divided among Class Members as follows: To determine a Class Member's settlement payment, the Net Settlement Fund will be divided by the total number of weeks worked by all Class Members as non-exempt employees during the Class Period, multiplied by the number of weeks worked by that Class Member as a non-exempt employee. Unless you exclude yourself from the settlement as explained below, you will receive a settlement payment.

D. Your Options

You have three options: (1) participate in the settlement and not object to the settlement; (2) participate in the settlement and object to the settlement; or (3) request exclusion from the settlement.

If you choose to participate in the settlement (i.e., remain in the Class), you may also object to the settlement, as explained below. If you remain in the Class, you will be represented by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the settlement. If you remain in the Class, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

If you request exclusion from the settlement, you cannot also object to the settlement, because the settlement no longer affects you.

1. Participate in the Settlement

Under the settlement, you will receive a settlement payment unless you request exclusion from the settlement. According to Defendants' records you worked <<TotalWorkweeks>> weeks during the Class Period as a non-exempt employee. As such, your settlement payment is estimated to be \$<<estAmount>>.

If you believe that the number of weeks worked is incorrect, you should provide the Settlement Administrator with an explanation, along with any documentation relating to your

disagreement by no later than April 9, 2021. If there is a dispute about the number of weeks you worked, the Settlement Administrator will review the Defendants' records and your records to attempt to resolve the dispute.

You should send your explanation and documentation regarding any dispute over the number of weeks you worked as a Class Member to the Settlement Administrator at the following address:

Equizubal v. Community Restaurants, Inc. Settlement Administrator
CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
1-888-413-3252

Settlement checks will be mailed to Settlement Class Members, so if your address changes, you should inform the Settlement Administrator of the change. Your settlement payment will be mailed to you some time after the Court grants final approval of the settlement at the Final Approval Hearing.

Twenty percent (20%) of your settlement payment is allocated to wages, and taxes will be withheld from that portion and will be reported on a W-2. The remaining eighty percent (80%) of your settlement payment is allocated to interest and penalties. No taxes will be withheld from this portion and will be reported on a 1099. Settlement Class Members are responsible for the proper income tax treatment of their settlement payments. The Settlement Administrator, Defendants and their counsel, and Plaintiffs and Class Counsel cannot, and are not, providing tax advice concerning the tax consequences and treatment of any settlement payment received by Settlement Class Members.

2. Object to the Settlement

If you do not exclude yourself from the settlement, you have the right to object to the settlement. To do so, you must mail to the Settlement Administrator at the address noted above, your objection in writing. To be valid, your objection must be mailed to Settlement Administrator and postmarked no later than April 9, 2021. Class Counsel will provide the Court with your objection prior to the final approval hearing. You can also hire an attorney at your own expense to represent you in your objection.

An objection must be signed by you, it must reference case number BC687917, and it must state all of the following: (1) your full name; (2) your dates of employment with Defendants; (3) the grounds for the objection; (4) if you intend to appear at the final approval hearing; and (5) include any legal briefs, papers or memoranda you propose to submit to the Court in support of your objection. You have the right to appear at the final approval hearing and object to the settlement even if you did not submit a written objection. If you fail to make an objection in the manner specified above, you shall be deemed to have waived your right to object and shall be foreclosed from making any objections (whether by appeal or otherwise) to the settlement.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the settlement, you must mail to the Settlement Administrator a valid request to be excluded from the settlement. The request to be excluded from the settlement must include your full name, address, and telephone number, the last four digits of your social security number, and must be signed. The request to be excluded from the settlement should state, in effect, the following: “I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CLASS ACTION LAWSUIT. I UNDERSTAND BY REQUESTING EXCLUSION FROM THE SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE LAWSUIT.” The request for exclusion from the settlement must be postmarked no later than April 9, 2021, and mailed to the Settlement Administrator at the address noted above. If you exclude yourself from the settlement, you will not be entitled to recover any settlement payment or object to the settlement, but you will retain the right to bring any claims you may have against Defendants.

IF YOU DO NOT OPT OUT OF THE SETTLEMENT, YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE A SETTLEMENT PAYMENT.

E. Release of Claims

Unless you timely exclude yourself from the settlement, after the final approval by the Court of this Settlement Agreement and upon Defendants funding of the Gross Settlement Fund, and except as to such rights or claims as may be created by this Settlement Agreement, each Class Member who has not timely requested exclusion from the Settlement, fully releases and discharges Defendants, and all of their past, present, and future parent companies, subsidiaries, affiliates, divisions, joint ventures, agents, management companies, and all of their respective employees, members, officers, directors, partners, legal representatives, accountants, trustees, executors, administrators, real or alleged alter egos, predecessors, successors, transferees, assigns and insurers (collectively “Released Parties”), from and all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action, of every nature and description, that were or could have been asserted based on the facts alleged in the lawsuit, whether brought in tort, or in contract, including but not limited to, any state or federal claims (including without limitation claims under the Fair Labor Standards Act (“FLSA”)), relating to the failure to pay wages, failure to pay minimum wages, failure to pay overtime, failure to provide meal or rest breaks, failure to provide accurate and complete wage statements, unfair competition, PAGA penalties, waiting time penalties, interest, attorney’s fees, or any other alleged known or unknown wage and hour violations that were alleged or could reasonably have been alleged based on arising out of the acts, facts, transactions, occurrences, representations, or omissions that were asserted in the lawsuit (“Released Claims”). The cashing of the settlement check by a Settlement Class Member will be considered a consent and opt-in to the settlement of all related federal wage-hour claims under the FLSA, and each Settlement Class Member who cashes a settlement check will waive his or her rights to bring related claims under the FLSA during the Class Period.

F. Final Approval Hearing

The Court has scheduled a Final Approval Hearing for May 20, 2021, at 11:00 a.m. in Department 7 of the Superior Court of California, County of Los Angeles, located at 312 N. Spring Street, Los Angeles California 90012. Also, as a result of the need for social distancing, you may be required to appear telephonically for the Final Approval Hearing using the Court's LACourtConnect service. This service is found at the Court's website at lacourt.org/lacc/, clicking the "Civil" button, and following the directions to create an account. If you require further assistance, you may contact the LACourtConnect Service Desk at 213-830-0400 during normal Court business hours (Monday-Friday (except holidays) between 7:30 a.m. and 5:30 p.m. At the Final Approval Hearing, the Court will decide whether to grant final approval of the settlement. The Court will also rule on the application by Plaintiffs for an award of attorney's fees, litigation costs, administration costs, payment to the LWDA, and an Enhancement Award to Plaintiffs. You have the right to attend the Final Approval Hearing and address the Court. You also have the right to retain an attorney at your own expense to speak on your behalf. You are not required to attend the Final Approval Hearing. Notice of Final Judgment will be posted on the Settlement Administrator's website at

www.cptgroupcaseinfo.com/communityrestaurantssettlement

G. Where to Get More Information

If you want more information about the lawsuit or the settlement, you can contact Class Counsel or any other advisor of your choice. You can also view and obtain copies of lawsuit and related documents in the Court's file by going to the Clerk's office. The pleadings and other records in the lawsuit may also be reviewed online at the Los Angeles County Superior Court's website at www.lacourt.org. Click on the "Online Services" tab, then click on the "Access Now" button next to "Case Access – Civil." Next, enter Case Number "BC687917." DO NOT CONTACT THE JUDGE OR JUDGE'S COURTROOM CLERK. Below is the contact information for the lawyers representing the Parties and for the Clerk of the Court.

Class Counsel

Vache Thomassian
KJT Law Group LLP
230 N. Maryland Ave.
Suite 306
Glendale, CA 91206
Tele: (818) 507-8525
vache@kjtlawgroup.com

Defendants' Counsel

Jeffrey Fuchsman
Ballard Rosenberg Golper &
Savitt, LLP
15760 Ventura Blvd., 18th
Floor Encino, CA 91436
Tele: (818) 508-3700
jfuchsman@brgslaw.com

The Court

Superior Court of
California
County of Los Angeles
312 N. Spring Street
Los Angeles, CA 90012

Christopher Adams
Adams Employment Counsel
4740 Calle Carga
Camarillo, CA 93012
Tele: (818) 425-1437
ca@adamsemploymentcounsel.com

BY ORDER OF THE COURT ENTERED ON JANUARY 6, 2021.