

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

James Miller, et al. v. LS & Partners @ CA, LLC, et al.
Los Angeles Superior Court Case Number BC706919

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 LS & Partners & CA, LLC ("LS"), and Paradies Lagardere @ CA, LLC ("Paradies" and referred to herein with LS as "Defendants") alleging wage and hour violations. The Action was filed by former employees James Miller ("Plaintiff Miller"), Ashley Leon ("Plaintiff Leon"), and Damesha Christopher ("Plaintiff Christopher") (Plaintiff Miller, Plaintiff Leon, and Plaintiff Christopher are collectively referred to as "Plaintiffs") and seeks payment of (1) allegedly unpaid back wages and related penalties for a class of nonexempt hourly employees ("Class Members") who worked for Defendants during the Class Period of May 21, 2014 to September 18, 2023); and (2) civil penalties under the California Private Attorneys General Act ("PAGA") for all current and former hourly employees of Defendants who worked during the "PAGA Period" of March 19, 2017 to September 18, 2023 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Your Individual Class Payment is estimated to be <<SettAmt>> (less withholdings) and your Individual PAGA Payment is estimated to be <<PAGAAMt>>. The actual amount you may receive will likely be different and will depend on a number of factors, which are explained in more detail in Section 4.E. of this Notice. The above estimates are based on Defendants' records that show you worked <<workweeks>> **workweeks** during the Class Period and <<PAGAPeriods>> **pay periods** during the PAGA Period.

While the Court has already preliminarily approved the Settlement, it has not yet decided whether to grant final approval of the Settlement. **A final approval hearing ("Final Approval Hearing") regarding the Settlement will be held on February 13, 2025 at 10:00 a.m., at the Los Angeles Superior Court of the State of California, Department 9, located at 312 North Spring Street, Los Angeles, California 90012.** The Court will determine at the hearing whether the Settlement is fair, reasonable, and adequate, whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. The Court will also decide how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel").

Read this Notice carefully. You will be deemed to have carefully read and understood it. Your legal rights are affected whether you act or not.

If you worked for any of the Defendants 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 Settlement to 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 Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from (opt out of) the Class Settlement by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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 Defendants that are covered by this Settlement (Released Claims).
YOU CAN OPT OUT OF THE CLASS ACTION SETTLEMENT BUT NOT THE PAGA SETTLEMENT THE OPT-OUT DEADLINE IS FEBRUARY 3, 2025	If you do not want to fully participate in the Settlement and wish to fully retain your rights to pursue the non-PAGA Labor Code claims at issue in the Action, you can opt out of the Class Settlement by sending the Administrator (defined in Section 4.B., below) a written Request for Exclusion (defined in Section 5.C., below). Once excluded, you will be a "Non-Participating Class Member" who is no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members. See Section 5.C. of this Notice. If you are an Aggrieved Employee, legally you cannot opt out of the PAGA Settlement. Defendants must pay the Individual PAGA Payments to all Aggrieved Employees and all Aggrieved Employees give up their rights as a matter of law to pursue PAGA claims during the PAGA Period.
PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY FEBRUARY 3, 2025	Any Participating Class Members may object to the any aspect of the Class Settlement but not the PAGA Settlement. The Court's decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Plaintiffs and to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. However, every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Plaintiffs and/or Class Counsel if you think they are unreasonable. See Section 5.D. of this Notice.
YOU CAN PARTICIPATE IN THE FINAL APPROVAL HEARING, SCHEDULED FOR FEBRUARY 13 AT 10:00 A.M.	The Court's Final Approval Hearing is scheduled to take place on February 13, 2025. 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. See Section 6.A. of this Notice.
YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS WRITTEN CHALLENGES MUST BE SUBMITTED BY FEBRUARY 3, 2025	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively. The number of workweeks in the Class Period and the number of pay periods in the PAGA Period you worked according to Defendants' records are stated on the first page and on Section 4.E. of this Notice. If you disagree with either of these numbers, you may challenge it by February 3, 2025. See Section 5.B. of this Notice. Any dispute as to the number of workweeks and/or pay periods must be in writing. The Administrator will investigate and determine if the dispute appears to be valid. Defendants' records will be presumed accurate so you must include proof substantiating your dispute.

1. WHAT IS THE PURPOSE OF THIS NOTICE?

This Action consists of a putative class action filed by the Plaintiffs on May 21, 2018, known as James Miller, et. al. v. LS & Partners@ CA, LLC, et. al, in Los Angeles Superior Court, Case Number BC706919, against Defendants (the "Class Action"), and a separate action filed by the Plaintiffs on May 25, 2018, alleging a claim under PAGA known as James Miller, et. al. v. LS & Partners @ CA, LLC, et. al, in the Los Angeles Superior Court, Case Number BC707660, against Defendants (the PAGA Action). Plaintiffs and Defendants in both the Class Action and the PAGA Action have reached a global settlement on behalf of non-exempt employees who worked for Defendants at any time between May 21, 2014. to September 18, 2023. As a condition of settlement, the parties agreed to combine the Class Action and the PAGA Action into a single consolidated lawsuit by (1) amending the complaint in the Class Action, which is now the "Operative Complaint," to add the PAGA claim; and (2) dismissing the PAGA Action. Judge Yvette M. Palazuelos in Department 9 of the Los Angeles Superior Court is overseeing the Action and this Settlement. Defendants' records indicate that you are a Class Member covered by this Settlement.

2. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendants violated California labor laws (and the related Industrial Wage Order) by failing to pay minimum wages (including minimum wages prescribed under the Los Angeles Living Wage Ordinance), overtime and double time

wages, wages due upon termination, and reimbursable expenses, and by failing to provide rest breaks, meal periods, and accurate itemized wage statements. Based on these same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA (California Labor Code §§ 2698, et seq.) Plaintiffs are represented by Class Counsel, namely, Michael D. McLachlan, Esq., of MCLACHLAN LAW, PC, and by Thomas W. Kielty, Esq.

You can read Plaintiffs' allegations as stated in the Operative Complaint, which is available at www.cptgroupcaseinfo.com/lsandpartnerssettlement. Defendants strongly deny violating any laws or failing to pay any wages and contend they each complied with all applicable laws.

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

The Court has not decided whether Defendants or Plaintiffs are correct on the merits. Defendants and Plaintiffs reached a settlement by mediating this Action with an experienced neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (the "Settlement Agreement") and agreeing to jointly ask the Court to enter judgment ending the Action and enforcing the terms of the Settlement Agreement, Plaintiffs and Defendants have negotiated a 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, Defendants do not admit any violations or concede the merits of any of Plaintiffs' claims.

Plaintiffs and Class Counsel strongly believe that the Settlement is a good deal for you because they believe that: (a) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strengths of the claims and the risks and uncertainties of continued litigation; and (b) settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Notice, and has scheduled a hearing to determine final approval.

4. TERMS OF THE SETTLEMENT.

A. How Much Is the Settlement And Who Is Paying It?

Defendants have agreed to pay \$1,500,000.00 (the "Gross Settlement Amount") to settle all the claims of Plaintiffs, Class Members, and Aggrieved Employees. The Gross Settlement Amount will be deposited into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, payment to Plaintiffs for initiating the Action and providing services in support of the Action (the "Class Representative Service Payment"), Class Counsel's fees and litigation expenses, the expenses incurred by the Administrator to effectuate the Settlement, and penalties required to be paid to the California Labor and Workforce Development Agency ("LWDA").

B. Who Is The Administrator And What Does It Do?

The Court has appointed the neutral company, CPT Group, Inc. (the "Administrator"), to administer the Settlement, including sending this Notice, calculating and making payments, and processing any Class Member's Request for Exclusion. The Administrator will also decide Class Member challenges over workweeks and/or pay periods, mail and re-mail settlement checks and tax forms, and perform any other tasks necessary to administer the Settlement.

C. What Will The Gross Settlement Amount Pay?

At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the final amounts for which will be decided by the Court at the Final Approval Hearing:

- I. **Class Counsel's Fees and Litigation Expenses.** Up to \$525,000.00 (which represents thirty-five percent (35%) of the Gross Settlement Amount) to Class Counsel for attorneys' fees, and up to \$135,000 for Class Counsel's litigation expenses. To date, Class Counsel have worked and incurred expenses in and for the Action without payment.
- II. **Class Representative Service Payments.** Up to \$55,000.00 to Plaintiffs as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. \$25,000 will be paid to Plaintiff Miller, \$15,000 will be paid to Plaintiff Leon, and \$15,000 will be paid to Plaintiff Christopher, in addition to their respective Individual Class Payments and Individual PAGA Payments.
- III. **Administrative Expenses.** Up to \$12,500 to the Administrator for services to administer the Settlement.
- IV. **PAGA Allocation.** Up to \$100,000.00 for PAGA penalties, of which seventy-five percent (75%) (i.e., \$75,000) shall be remitted to the LWDA as the LWDA PAGA payment and the remaining twenty-five percent (25%) (i.e., \$25,000) shall be distributed to Aggrieved Employees based on their PAGA Period pay periods.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount to Class Members (the "Net Settlement Amount"). Any Participating Class Member has the right to object to any portion of these deductions. The Court will consider all objections.

D. How Will The Net Settlement Amount Be Distributed Among The Participating Class Members?

The Net Settlement Amount of at least \$672,500 will be distributed as follows:

i. 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.

ii. The Individual PAGA Payments.

The Administrator will also calculate the Individual PAGA Payments by (a) dividing \$25,000.00 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.

iii. Taxes Treatment of Payments to the Class Members.

Plaintiffs and Defendants are requesting the Court to approve an allocation of 15% of each Individual Class Payment toward taxable wages (the "Wage Portion") and the remaining 85% towards penalties and interest (the "Non-Wage Portion"). The Wage Portion is subject to withholdings, as reported on IRS W-2 Forms, which will pay all applicable employer tax withholdings. Defendants will separately pay employer payroll taxes it owes on the Wage Portion, including employer FICA, FITA, and SDI contributions. 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 Plaintiffs and Defendants have agreed to this allocation, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment are taxable and how much you might owe in taxes. You should consult with a tax advisor concerning the tax consequences of the payments you receive under the Settlement.

E. What Will My Approximate Recovery Be?

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be <<SettAmt>> (less withholding) and your Individual PAGA Payment is estimated to be <<PAGAAMt>>. The actual amount you may receive will likely be different and will depend on a number of factors, including (i) the number of Class Members who ultimately participate in the Settlement; (ii) the ultimate costs of providing notice and administrating the Settlement; and (iii) the amount that the Court ultimately awards with respect to the Class Representative Service Payment, Class Counsel's fees and litigation expenses, and Administrator expenses. If no amount is stated for your Individual PAGA Payment, then according to Defendants' 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 Defendants' records that show **you worked <<workweeks>> workweeks** during the Class Period and you **worked <<PAGAPeriods>> pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or you worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date indicated in Section 5.B. of this Notice.

F. What Claims Would I Be Releasing If I Do Not Opt Out Of The Settlement?

i. The Participating Class Members' Release.

Upon final approval of the Settlement and when Defendants have fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), each Class Member who has not opted out of the Class Settlement (i.e., each Participating Class Member) will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you have opted out by submitting a valid and timely Request for Exclusion, you cannot sue, continue to sue, or be part of any

<<EmployeeName>>

CPT ID: <<ID>>

other lawsuit against Defendants or related entities for wages based on the Class Period facts or for PAGA penalties based PAGA Period facts, as alleged in the Operative Complaint. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Defendants and any of their former and/or present parents, subsidiaries, and affiliates, LS and Partners at LAX, LLC, Paradies Lagardere @ LAX, LLC, Concessions Management, Inc., Eastern Airport News, Inc., LS- Concessions Management at LAX TBIT, LLC, and Concessions Management- LS at LAX TBIT, LLC, as well as their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives ("Released Parties") from the claims alleged, or that reasonably could have been alleged based on the facts and/or allegations asserted, in the Action (as well as the letter(s) Plaintiffs issued to the LWDA), including any claims and/or allegations asserted in any prior iteration or version of the Action, for the Class Period and/or that accrued, arose, and/or originated during the Class Period, including state wage and hour claims, claims for/related to unpaid wages (including but not limited to those related to off-the-clock work and employee travel and/or commuting through and/or to the Los Angeles International Airport), fees, overtime wages, double time wages, minimum wage, on-duty meal periods, meal periods and/or meal period premiums, rest breaks and/or rest break premiums, timely payment of wages violations, accurate and complete itemized wage statements violations, failure to furnish and/or maintain employee files and/or payroll records, failure to timely pay all wages due and owed upon cessation of employment, violation of unfair competition and unlawful business practices law, failure to pay wages pursuant to the Los Angeles Living Wage Ordinance, and failure to furnish a suitable place to take meal periods and/or rest breaks and/or suitable meal period/rest break facilities. This release includes claims alleging violations of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, and 226.7, et seq.; Labor Code §§ 510, 512, 558, et seq.; Labor Code §§ 1182, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, et seq.; Labor Code §§ 2802; sections 3, 9, 11, and 12 of the applicable Industrial Welfare Commission Wage Order; 8 Cal. Code Regs. § 11050(3)(A)(1), et. seq.; 8 Cal. Code Regs. § 11050(9)(B), (11), and (12); Cal. Bus. & Prof. Code§ 17200, et seq.; and L.A. Admin. Code§§ 10.37-10.77.14.

Except as further provided in Section 4.F. ii. of this Notice, Participating Class Members (aside from Plaintiffs) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

ii. Aggrieved Employees' PAGA Release.

Upon final approval of the Settlement and when Defendants have fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Aggrieved Employees shall also be bound by the release of any claims for civil penalties under section 2699 et seq. of the California Labor Code that were or could have been alleged in the Operative Complaint, even if they formally opted out of the Class Settlement and are no longer bound by the other provisions of the above release that are not claims for civil penalties under section 2699 et seq. This means that all Aggrieved Employees (including Non-Participating Class Members) cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Operative Complaint. The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees, regardless of whether they are a 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 PAGA claims and/or claims for relief and/or recovery under the PAGA (such as for civil penalties and attorneys' fees and costs) that were alleged, or reasonably could have been alleged based on facts asserted, in the Operative Complaint and the PAGA Notice for and/or as to the PAGA Period.

G. The Settlement Is Subject To Court Approval And Will Be Void If The Court Denies Final Approval.

It is possible that the Court will decline to grant final approval of the Settlement or decline to enter judgment on its order granting final approval. It is also possible that the Court will enter a judgment on its order granting final approval that is subsequently reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void, meaning that Defendants will not pay any money and Class Members will not release any claims against Defendants.

5. YOUR RIGHTS AND OPTIONS.

A. How Will I Get Paid?

For every Participating Class Member (i.e., every Class Member who does not opt-out) who does not qualify as an Aggrieved Employee, the Administrator will send, by U.S. Mail, a check representing the Individual Class Payment. For every Participating Class Member (i.e., every Class Member who does not opt-out) who also qualifies as an Aggrieved Employee, the Administrator will

<<EmployeeName>>

CPT ID: <<ID>>

send, by U.S. Mail, a check representing both the Individual Class Payment and PAGA payment. For every Non-Participating Class Member (i.e., every Class Member who opted out of the Class Settlement) who qualifies as Aggrieved Employees, the Administrator will send, by U.S. Mail, a single Individual PAGA Payment check.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check(s) expires (the void date). If you do not negotiate the check(s) by the void date, your check(s) will be automatically cancelled. Any unclaimed funds from any uncashed checks, plus any interest thereon, shall be distributed to the California State Controller's Unclaimed Property Fund in the names of the Participating Class Members and/or Aggrieved Employees.

Your check(s) will be sent to the same address as indicated on this Notice. If you change your address (or want your check sent to a different address), please be sure to notify the Administrator as soon as possible. Sections 5.B. and 7. of this Notice have the Administrator's contact information.

B. Can I Dispute The Number Of Weeks Or Pay Periods Defendants Claim I Worked?

Yes. If you disagree with the number of workweeks and/or PAGA Period pay periods reported for you in Defendants' records, you may file a written dispute with the Administrator by February 3, 2025. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

Miller, et al. vs. LS & Partners CA, LLC et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: 949-419-3446
Phone: 1-888-735-1433
Email: paradiessettlement@cptgroup.com

The Administrator's contact information is also provided below, Section 7.

Any dispute submitted to the Administrator as to the number of workweeks and/or pay periods must be in writing and include proof supporting your dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks and pay periods contained in this Notice are correct so long as they are consistent with the Class Data. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve the workweek and/or pay period challenges based on your submission and input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's determination is final and binding. You cannot appeal or otherwise challenge the Administrator's final decision.

Do not contact the court to dispute the calculation of your Class Period workweeks and/or PAGA Period pay periods.

C. Can I Opt Out Of The Settlement?

Yes, but **only** to the Class Settlement. You cannot opt out of the PAGA Settlement.

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out of the Class Settlement. The easiest way to notify the Administrator is to submit a written and signed request to be excluded from the Class Settlement ("Request for Exclusion") by February 3, 2025. The Request for Exclusion should be a letter from a Class Member or his/her representative and must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the Class 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 Defendants. If you submit a timely and valid Request for Exclusion, as determined by the Administrator, you will be ineligible to object to any aspect of the Settlement.

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

If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members.

D. Can I Object To The Settlement?

Yes, but **only** as to the Class Settlement **and only if** you do not opt out of the Class Settlement. If you do not wish to opt out of the Class Settlement but disagree with any portion of the Class Settlement, you have the right to file an objection. If you opt out of the Class Settlement, you will be ineligible to object to any portion of the Class Settlement.

If you do not opt out of the Class Settlement, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your position. Your objection must state, in writing, the specific reason for your objection, including any legal support, as well as your full legal name, date of birth, and the dates you worked as a non-exempt employee of Defendants and must be mailed, faxed, or emailed to the Administrator no later than February 3, 2025. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

Whether or not you object to or opt out of the Class Settlement, you may not object to the PAGA Settlement for any reason. This means that, if you qualify as an Aggrieved Employee, you will automatically be bound by the PAGA Settlement and related release.

E. What If I Do Nothing?

If you do nothing, you will receive your Individual Class Payment and/or Individual PAGA Payment, if any, from the Net Settlement Amount but only if and after the Court grants final approval. If you do not cash your settlement check(s), you will still be bound by all the terms of the Settlement, including the waivers and releases discussed in Sections 4. F.i. and 4.F.ii., and you will be prevented from suing Defendants or participating in any other litigation or class action relating to the matters being settled in this Action.

F. Can I Still Participate In The Settlement If I Signed An Arbitration Agreement With One Or Both Of The Defendants?

Yes. Certain Class Members may have signed an arbitration agreement with one or both of the Defendants in relation to their employment with the companies. Despite this, those Class Members who did sign an arbitration agreement may still fully participate in the Settlement in the same manner and to the same extent as those who did not sign an arbitration agreement. The Settlement, however, has no impact on the enforcement of any arbitration agreement a Class Member may have with either or both Defendants outside of this Settlement, and Defendants retain the right to seek enforcement of any arbitration agreements signed by Class Members as to (1) claims brought by Participating Class Members not covered and/or released by this Settlement; and (2) any and all claims brought by Non-Participating Class Members, including any claims that would have been covered and/or released by this Settlement if those Class Members did not opt out.

6. FINAL APPROVAL OF SETTLEMENT

A. How And When Will The Court Provide Final Approval Of The Settlement?

The Los Angeles Superior Court of the State of California will hold a Final Approval Hearing on **February 13, 2025 at 10:00 a.m.**, in Department 9, located at 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Representative Service Payment, Class Counsel's fees and litigation expenses, and the expenses incurred by the Administrator to effectuate the Settlement. Though your attendance is not required, you may attend (or hire a lawyer to attend at your own expense) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>).

Before making a decision, the Court will invite comments from Class Members who have submitted written objections, Class Counsel, Defense Counsel, and Participating Class Members who appear in Court (or hire a lawyer to appear on their behalf) to present verbal objections. In general, the Court will hear from any

Participating Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection.

It is possible the Court may reschedule the Final Approval Hearing. You should check the Administrator's website at www.cptgroupcaseinfo.com/lсандpartnerssettlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

B. When Will I Get My Settlement Check(s)?

If there are no appeals to the Court's order granting final approval of the Settlement, the check(s) representing the Individual Class Payment and/or Individual PAGA Payment will be mailed out approximately 30 days after the Court enters judgment on its order granting final approval of the Settlement.

7. GETTING MORE INFORMATION.

This Notice does not contain all the terms of the Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court.

You may also visit the Administrator's website at www.cptgroupcaseinfo.com/lсандpartnerssettlement to find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on this website.

You may also contact Class Counsel or the Administrator for information about this Action:

<i>Class Counsel for Plaintiffs James Miller, Ashley Leon, Damisha Christopher, and the Settlement Class</i>	
Michael D. McLachlan, Esq. mike@mclachlan-law.com MCLACHLAN LAW, APC 512 S. Irena Avenue Redondo Beach, CA 90277 Tel: 310-954-8270	Thomas W. Kielty, Esq. tomkielty@twk-law.com THOMAS W. KIELTY - ATTORNEY AT LAW 2447 Pacific Coast Highway, Ste. 100 Hermosa Beach, California 90254 Tel: 310-954-8270

<i>The Administrator</i>
<p style="text-align: center;">Miller, et al. vs. LS & Partners CA, LLC, et al. c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Phone: 1-888-735-1433 Fax: 949-419-3446 Email: paradiessettlement@cptgroup.com Website: www.cptgroupcaseinfo.com/paradiessettlement</p>

DO NOT TELEPHONE, WRITE, OR OTHERWISE CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.