

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

*Salvador Ochoa and Hermelinda Aguilar v. CKE Restaurants Holdings, Inc., Carl's Jr. Restaurants LLC,
Carl's Jr. Funding LLC, Case Nos. BC623041 & BC686601 (Los Angeles Superior Court)*

***This is a court approved Notice. Read it carefully!
It is not a solicitation by a lawyer and you are not being sued.***

You are eligible to receive money from an employee lawsuit ("Lawsuit") against CKE Restaurants Holdings, Inc., Carl's Jr. Restaurants, LLC, Carl's Jr. Funding, LLC ("CKE"). The Lawsuit was filed by former employees Salvador Ochoa and Hermelinda Aguilar ("Plaintiffs") and seeks payment of (1) back wages, meal and rest period premium wages, and unreimbursed business expenses for a class of hourly paid non-exempt employees who worked at a corporate-owned Carl's Jr. Restaurant in California between June 8, 2012 and July 17, 2021 ("Class Members") and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly paid non-exempt employees who worked at a corporate-owned Carl's Jr. Restaurant in California between June 8, 2015 and July 17, 2021 ("PAGA Settlement Group Members"). The proposed Settlement has two main parts: a Class Settlement requiring CKE to make Individual Settlement Payments and a PAGA Settlement requiring CKE to make PAGA Individual Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

According to CKE's records, you worked for CKE at a corporate-owned Carl's Jr. Restaurant in California for <<ClassWeeks>> workweeks during the Class Period (June 8, 2012 to July 17, 2021) and <<PAGAWeeks>> workweeks during the PAGA Period (June 8, 2015 to July 17, 2021). Based on the number of workweeks you worked for CKE at a corporate-owned CKE restaurant in California at least one day ("Workweeks"), **YOUR ESTIMATED TOTAL INDIVIDUAL SETTLEMENT PAYMENT IS \$<<EstPayment>>**, calculated as the sum of your Individual Class Payment (\$<<ClassPayment>>) (less withholding taxes) and your PAGA Individual Payment, if any, (\$<<PAGAPayment>>). The Court has already preliminarily approved the proposed Settlement and approved this Notice. Because you received this Notice, the Court will presume you read it carefully and understood it.

At the October 4, 2022 Final Approval Hearing the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Named Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). It will also decide whether to enter a judgment that requires CKE to make payments under the Settlement and requires Class Members and PAGA Settlement Group Members to give up their rights to assert certain future claims against CKE.

If you worked as an hourly-paid non-exempt employee for CKE at a corporate-owned restaurant in California between June 8, 2012 and July 17, 2021, you have two basic options:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or PAGA Individual Payment. As a Settlement Class Member, you will give up your right to personally assert Class Claims and PAGA Claims (if applicable) against CKE.
- (2) **Opt Out of the Class Settlement:** You can exclude yourself from the Class Settlement (opt out) by submitting a written request for exclusion to the Settlement Administrator via mail, facsimile, email or email through the case Settlement Website. Your request for exclusion must: 1) include your name, address and last four digits of your Social Security number, 2) include your Class Member ID number as indicated on this Notice, 3) provide a clear and unequivocal statement that you wish to be excluded from the Settlement Class, and 4) include your signature. Requests for exclusion signed by purported counsel, agents or representatives of Class Members are invalid. If a question is raised about the authenticity of a request for exclusion, the Settlement Administrator will have the right to require additional proof of the Class Member's identity. A Class Member who does not submit a valid and timely request for exclusion as specified in this Notice and Settlement Agreement by the Response Deadline will be bound by all terms and conditions of the Settlement as approved by the Court. PAGA Settlement Group Members who opt out will still receive a PAGA Individual Payment and will still be bound by the settlement and release of the PAGA Claims, even if they submit a request for exclusion. You cannot opt out of the PAGA Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTION IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement.</p>	<p>If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and if applicable, a PAGA Individual Payment. In exchange, you will give up your right to assert future wage and hour or, if applicable, PAGA penalty claims against CKE based on the Class Period and PAGA Period facts alleged in the Lawsuit, or that could have been alleged based on the facts in the Lawsuit.</p>
<p>You Can Opt Out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt Out Deadline is August 8, 2022.</p>	<p>If you don't want an Individual Settlement Payment, you can opt out of the Class Settlement by sending the Settlement Administrator a written request that includes: 1) your name, address and last four digits of their Social Security number, 2) your Class Member ID number as indicated on this Notice, 3) a clear and unequivocal statement that you wish to be excluded from the Settlement Class, and 4) your signature. The request for exclusion can be sent to the Settlement Administrator by mail, facsimile, email or through the case Settlement Website at www.OchoaVCKESettlement.com. Once excluded, you will not be a Settlement Class Member and will no longer be eligible for an Individual Settlement Payment. All Class Members who worked during the PAGA Period remain eligible to receive a PAGA Individual Payment and will give up their rights to pursue PAGA Claims against CKE during the PAGA Period based on the PAGA Claim facts alleged in the Lawsuit. Class Members who request to be excluded from the Settlement can't object to the Class Settlement.</p>
<p>Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement.</p>	<p>Settlement Class Members who do not request exclusion from the Settlement can object to any aspect of the proposed Class Settlement, including the payment requested by Class Counsel and Named Plaintiffs, but not to the PAGA portion of the Settlement. The Court's decision whether to finally approve the proposed Settlement will include a determination of how much of the Gross Settlement Amount will be paid to Class Counsel for attorneys' fees and litigation costs and to the Class Representatives (Named Plaintiffs) who pursued the Lawsuit on behalf of the Class. Because every dollar paid to Class Counsel and the Class Representatives reduces the amount paid to Settlement Class Members, you can object to the amounts requested by Class Counsel or the Class Representatives if you think they are unreasonable. See Section 7.F of this Notice.</p>
<p>You Can Participate in the October 4, 2022 Final Approval Hearing.</p>	<p>The Court's Final Approval Hearing is scheduled for October 4, 2022 on 11:00 a.m. at the Los Angeles Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, Department 7. You can also appear remotely through L.A. Court Connect at https://my.lacourt.org.</p>
<p>You Can Challenge the Calculation of Your Workweeks</p>	<p>Your Individual Settlement Payment and PAGA Individual Payment (if applicable) will depend on how many Workweeks you worked at least one day during the Class Period and PAGA Period (if applicable). According to CKE's records, you have <<ClassWeeks>> Class Period Workweeks and <<PAGAWeeks>> PAGA Period Workweeks. If you disagree with this calculation, you must challenge it by August 8, 2022. See Section 6 below.</p>

- Capitalized terms not defined in this Notice are defined in the First Amended Stipulation and Settlement of Class Action and PAGA Claims ("Agreement") filed with the Court. You can review a copy of the Agreement on the Settlement Website for this case at www.OchoaVCKESettlement.com.
- The Settlement will resolve the claims against CKE. CKE denies all allegations. The Court has not decided who is right in the Lawsuit.
- If you were employed as an hourly paid non-exempt employee during the Class Period only at a Carl's Jr. franchised location, you are not a Class Member.
- If you were employed as an hourly paid non-exempt employee during the Class Period at both a CKE-owned Carl's Jr. location in California and a Carl's Jr. franchised location, you may be a Class Member and be eligible for a Settlement payment, but only for the time you worked at a CKE-owned Carl's Jr. location.
- Your legal rights are affected *whether or not you act*. Read this Notice carefully.

1. WHAT IS THIS NOTICE ABOUT?

The Court has preliminarily approved the Settlement and has directed the Parties to notify the Class of the Settlement.

You have received this Notice because CKE's records indicate that you may be a Class Member. This Notice is designed to inform you that you may be receiving a share of the Settlement payment, and to inform you of how you can elect not to participate in, or object to, the Settlement. The Superior Court of California, County of Los Angeles is in charge of the Lawsuit.

The Parties agreed to the Settlement to avoid the costs, uncertainty, and delay of further proceedings and the people affected will get the benefits of the Settlement. Named Plaintiffs and their attorneys think the Settlement is in the best interest of all Class Members.

2. WHAT IS THIS LAWSUIT ABOUT?

The Named Plaintiffs in the Lawsuit claim, on behalf of themselves and other hourly paid non-exempt persons (regardless of job title or role) employed by CKE at a Carl's Jr. corporate owned restaurant location in California during the time June 8, 2012 through and including July 17, 2021, that CKE failed to provide their hourly, non-exempt employees with timely and compliant meal periods by systematically understaffing restaurants, and prohibiting employees from leaving the restaurant grounds for rest breaks as a matter of company policy. Additionally, Named Plaintiffs allege that CKE did not pay the one-hour wage penalty premium payment for meal period and rest period violations mandated by the California Labor Code. Named Plaintiffs also allege that CKE's policy of paying employees their wages through a pay card amounted to unlawful wage discounting because the fees that employees must pay at ATMs to withdraw their wages result in the forfeiture of earned wages. Named Plaintiffs also allege that CKE failed to reimburse employees for their required uniform maintenance and cleaning and did not compensate employees for time spent donning and doffing these uniforms. ("Class Claims")

The Lawsuit seeks relief under various California Labor Code provisions and section 17200 of the California Business and Professions Code. The Named Plaintiffs also seek penalties on behalf of the State of California under California's Private Attorneys General Act ("PAGA"). "PAGA Claims" means civil penalties, attorney's fees and costs sought by the Named Plaintiffs pursuant to Labor Code section 2698, the California Private Attorneys General Act of 2004 for alleged violations of Labor Code sections 201-203, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197 and 2802 that occurred during the PAGA Period. The PAGA Period is any time from June 8, 2015 through and including July 17, 2021.

CKE expressly denies all the Named Plaintiffs' allegations and instead contends that CKE committed no unlawful employment acts with respect to Class Members. The Court has not ruled whether either party is correct.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is an admission by CKE that the claims have merit, or that CKE has any liability to Named Plaintiffs or the proposed Class on the claims in the Lawsuit.

3. WHAT IS A CLASS ACTION AND WHO IS INCLUDED IN THE SETTLEMENT?

In a class action lawsuit, the class representatives (in this case, Salvador Ochoa and Hermelinda Aguilar) sue on behalf of themselves and other people with similar claims who are called Class Members. One court resolves the issues for all Class Members except those who exclude themselves from the Class.

You have received this Notice because CKE's records show that you fall within the following definition (the "Class"):

All hourly paid non-exempt persons (regardless of job title or role) employed by CKE Entities at a Carl's Jr. corporate owned restaurant location in California at any time beginning June 8, 2012 through and including July 17, 2021.

"Class Members" include each member of the Class and their agents, assigns, beneficiaries, heirs, guardians, and legal representatives.

In addition, Settlement resolves the PAGA Claims of PAGA Settlement Group Members, which includes:

All hourly paid non-exempt persons (regardless of job title or role) employed by CKE Entities at a Carl's Jr. corporate owned restaurant location in California at any time beginning June 8, 2015 through and including July 17, 2021.

Excluded from the Settlement are those persons who have previously entered into a settlement with, and previously released, CKE Entities with regard to the Released Claims (defined in Section 4.G below).

4. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

- A. The Settlement Fund is at least \$9,872,000. The Settlement Fund will fund payments to Settlement Class Members, as well as all other required payments under the Settlement, except the employer's portion of payroll taxes, which will be paid separately by CKE.
- B. From this Settlement Fund, subject to the Court's approval at the Final Approval Hearing, amounts will be deducted for (a) attorneys' fees in the amount the Court approves, up to 35% of the total Settlement Fund (up to \$3,455,200); (b) costs incurred by Plaintiffs' attorneys and others in the amount the Court approves, up to \$150,000; (c) incentive payments for the Named Plaintiffs, in the amount the Court approves (not to exceed \$10,000 for each Named Plaintiff); (d) a payment to the Settlement Administrator for the costs of administering the Settlement not to exceed \$110,000.00; and (e) a payment to the State of California for PAGA penalties, in the amount of \$75,000. The Settlement Administrator will not make any payments for attorneys' fees, costs or incentive awards until after payments are mailed to Settlement Class Members.
- C. Any funds remaining after making all of these payments will be distributed to Settlement Class Members depending on the period of time worked during the Class Period.
- D. If there are any further remaining funds (for example, uncashed checks) 180 days after distribution of the last Settlement payment to Class Members, these funds will be used as a reserve fund to make payments and/or cover any additional necessary administration expenses resulting from any errors or disputes in the payments process. Thereafter, these funds will be donated equally to the Legal Aid Foundation of Los Angeles and Restaurants Care (California Restaurant Foundation). No funds will revert to CKE.
- E. You will be bound by this Settlement unless you submit a written Request for Exclusion to the Settlement Administrator, postmarked (if by mail) or sent (if by fax or email) by the deadline of August 8, 2022. If you do submit a Request for Exclusion by the deadline in accordance with the instructions for submitting a Request for Exclusion, you will be excluded from the Settlement and will not receive a Settlement payment, but you will retain your existing right, if any, to pursue a claim against CKE on your own behalf.
- F. If the Court does not grant final approval, or if final approval is reversed in whole or in part on appeal, the Parties have no obligations under the Settlement, and Class Members will not receive payments.
- G. The Settlement includes a release. The Released Claims are all claims, injuries, demands, losses, damages, liquidated damages, punitive damages, exemplary damages, statutory damages, costs, expenses, restitution, compensation, equitable relief, wages, interest, penalties, suits, causes of action, attorneys' fees, obligations, rights, and liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, in tort, contract, or for violation of any state or federal constitution, statute, rule, or regulation, based on direct or vicarious liability, and regardless of legal theory, that relate to, are based on, concern, or arise out of any of the allegations that were asserted or could have been asserted based on the facts alleged in the Lawsuit individually and on a class-wide basis against the Released Parties. The Released Claims include all causes of action that were delineated in the Lawsuit as well as all causes of action arising out of or that could have been pled based on the facts pleaded in the Lawsuit but which were not specifically delineated as a cause of action in the Lawsuit. The Released Claims include claims covered by: the California Labor Code, and in particular § 200 et seq., including §§ 201 through 204, 210, 212, 218, 218.5, 218.6, 223, 226, 226.7, and 227.3, §§ 245-250, § 300 et seq., § 400 et seq., including §452, § 500 et seq., including §§ 510 and 512, §§ 1174 and 1174.5, §§ 1194, 1194.1, 1197, 1198, and 1198.5, § 2802, and § 2810.3; the California Unfair Practices Act, codified at California Business & Professions Code §§ 17000 et seq.; California Business & Professions Code §§ 17200 et seq.; California Code of Civil Procedure § 1021.5; and any other applicable provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations to the fullest extent permitted by law. The release applies to CKE Restaurants Holdings, Inc. ("CKE"), Carl Karcher Restaurants LLC, and Carl's Jr. Funding, LLC (collectively "CKE") and each of their respective current, former, and future parent companies, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint ventures, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, and insurers, past, present and future, and all persons acting under, by, through, or in concert with any of them (collectively, the "Released Parties"). However, "Released Parties" does not include any Carl's Jr. franchisee regarding claims arising during such franchisee's ownership of said franchise. Additionally, this release will not apply to any claim arising as a result of employment with a Hardee's, either corporate

owned or franchise. This Release will be effective as of the date of the mailing of Settlement Payments after the Court grants final approval of the Settlement.

- H. The PAGA Claims released are for civil penalties, attorney's fees and costs included in Plaintiff Ochoa's notice to the LWDA dated February 24, 2016 and in Plaintiff Aguilar's notice to the LWDA dated October 4, 2017 and incorporated by reference into the Lawsuit including for alleged violations of Labor Code sections 201-203, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197 and 2802 alleged to have occurred during the PAGA Period.
- I. Participating in this Settlement will not affect your right to assert claims against CKE that arise after July 17, 2021.

5. HOW IS MY PAYMENT CALCULATED?

Class Individual Settlement Payments: Each Class Member who does not submit a valid Request for Exclusion will receive an Individual Settlement Payment. To determine the amount each Settlement Class Member will receive, the Net Distribution Amount will be divided by the total number of workweeks ("Workweek Amount") for all Settlement Class Members during the Class Period, excluding any workweeks worked by any member of the settlement class and subclasses included in the cases captioned *Cubias v. Carl Karcher Enterprises, Inc.* (Judicial Council Coordination Proceeding 4537 pending in the Santa Barbara Superior Court); and *Duarte v. Carl Karcher Enterprises, Inc. / Patel, et al., v. Carl Karcher Enterprises, Inc.* (Judicial Coordination Proceeding 4949 pending in the Los Angeles Superior Court) (the "*Cubias/Duarte* Settlement") during the Class Period. Each Settlement Class Member will be paid a benefit amount equal to the Workweek Amount multiplied by that Settlement Class Member's total number of workweeks actually worked during the Class Period and excluding periods of employment when no work was performed, such as absences due to vacation, illness, leaves of absence or jury duty.

PAGA Individual Payments: Each PAGA Group Settlement Member will receive a PAGA Individual Payment. To determine the amount of the PAGA Individual Payment each PAGA Settlement Group Member will receive, 25% of the total PAGA Payment, or \$25,000.00, will be divided by the total number of workweeks ("PAGA Settlement Workweek Amount") for all PAGA Settlement Group Members during the PAGA Period, excluding any workweeks worked by any PAGA Settlement Group Member included in the cases captioned *Cubias v. Carl Karcher Enterprises, Inc.* (Judicial Council Coordination Proceeding 4537 pending in the Santa Barbara Superior Court); and *Duarte v. Carl Karcher Enterprises, Inc. / Patel, et al., v. Carl Karcher Enterprises, Inc.* (Judicial Coordination Proceeding 4949 pending in the Los Angeles Superior Court) (the "*Cubias/Duarte* Settlement") during the PAGA Period. Each PAGA Settlement Group Member will be paid a benefit amount equal to the PAGA Settlement Workweek Amount multiplied by that PAGA Settlement Group Member's total number of workweeks actually worked during the PAGA Period and excluding any periods of employment when no work was performed, such as absences due to vacation, illness, leaves of absence or jury duty.

6. HOW MUCH MIGHT I RECEIVE?

- A. The amount of the Individual Settlement Payment and, if applicable, PAGA Individual Payment you will receive and the workweeks on which these payments are based are on the first page of this Notice. Note that the Settlement covers a limited period and this number is NOT the same as the total time you spent working for CKE. It just counts the workweeks you worked in California for CKE at a Carl's Jr. location during the limited timeframe covered by the Settlement and excludes any workweeks you worked if you are a member of the settlement class or subclasses in the *Cubias/Duarte* Settlement.

This is just an estimate of the workweeks you worked and your actual award may be more or less. Also, any payroll taxes and required withholdings will be deducted from your Individual Settlement Payment.

- B. If you think the number of workweeks listed above is incorrect, you can contest this value by sending a statement to the Settlement Administrator at the contact information listed below. Your statement must be postmarked (if by mail) or sent (by fax or email) or through the Settlement Website for this case at www.OchoaVCKESettlement.com by the deadline of August 8, 2022. Your statement must include the number of workweeks that you believe is correct, and you must provide any supporting documentation you have, such as, by way of example, pay statements.
- C. Contesting the number of workweeks will not remove you from the Settlement. The Settlement Administrator will consider input from both Parties and their counsel as well as the contents of your dispute and any documentation received and make a decision as to whether your payment should be modified by increasing or decreasing the number of credits awarded to you. The decision of the Settlement Administrator will be final and binding upon all Parties and upon you, and you will still be bound by the Settlement regardless of the outcome. If you do not want to be bound by the Settlement, you need to submit a Request for Exclusion as described below.

- D. The Settlement Administrator will mail checks to the last known address of each Settlement Class Member for the amount of the Settlement benefit. A Settlement Class Member must cash their Settlement benefit check within 180 days after the date it is issued. If a Settlement benefit check is not cashed by the Settlement Class Member within that time, their check will be automatically canceled and will not be re-issued, and the funds represented by such check shall be used as a reserve fund to make payments and/or cover any additional necessary administration expenses resulting from any errors or disputes in the payments process. Thereafter, these funds will be donated equally and irrevocably to two non-profit organizations: the Legal Aid Foundation of Los Angeles and Restaurants Care (California Restaurant Foundation).
- E. 20% of each Settlement benefit is intended to resolve that Settlement Class Member's claims for alleged unpaid wages, on which there will be appropriate tax withholding; and 80% of each Settlement Benefit is intended to resolve that Class Member's claims for alleged non-wage payments (including reimbursements and penalties) and interest, on which there will be no tax withholding. The Settlement Administrator shall issue the appropriate IRS Forms W-2 and 1099 to each Settlement Class Member. But please be advised that you are responsible for all taxes, penalties and interest owed with respect to your Settlement benefit, regardless of the foregoing allocations. You should consult with an accountant or other tax professional with any questions. Neither the Parties, their lawyers nor the Court is providing you with financial or tax advice.
- F. The judge supervising the Settlement will hold a Final Approval Hearing on October 4, 2022 to decide whether to approve the Settlement. If the judge approves the Settlement at that time and there are no appeals, Settlement benefits are expected to be provided in 45 days. It is possible there will be appeals related to Final Approval, any Attorneys Fee Award, and Attorney Cost Award, or any Incentive Award. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. In the event an appeal is filed, there may be a delay in the provision of Settlement benefits. Please be patient. You may contact the Settlement Administrator for any updates.

7. WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?

- A. **Participating in the Settlement:** Unless you submit a written Request for Exclusion before the deadline, you will be part of the Settlement Class and you will be bound by the terms of the Settlement.
- B. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Settlement, you must mail, fax or email or submit a request through the Administrator's website for this case at www.OchoaVCKESettlement.com a written Request for Exclusion to the Settlement Administrator. The Request for Exclusion must include: 1) your name, address and last four digits of your Social Security number, 2) your Class Member ID number as indicated on this Notice, 3) a clear and unequivocal statement that you wish to be excluded from the Settlement Class, and 4) your signature. The Request for Exclusion may not be signed by an agent or representative of the Class Member.
- C. The Request for Exclusion must be completed, signed, and submitted to the Settlement Administrator at the address identified below, postmarked (if by mail) or sent (if by fax or email or through the Settlement Website) no later than August 8, 2022. A Class Member who does not submit a Request for Exclusion in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement and the Court's judgment, regardless of whether he or she has objected to the Settlement.
- D. Any person who submits a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the Class, and will not be eligible to receive a Individual Settlement Payment. Any such person will retain the right, if any, to pursue a claim against CKE at his or her own expense.
- E. **Please note:** PAGA Settlement Group Members cannot exclude themselves from or object to the portion of the Settlement relating to claims under PAGA. This means that all PAGA Settlement Group Members, regardless of whether they submit a Request for Exclusion, will be bound by the Settlement and release of PAGA claims asserted in the Lawsuit and will receive a PAGA Individual Payment if the Settlement is approved by the Court.

There will be no retaliation or adverse action taken against any Class Member because that Class Member participates in the Settlement, submits a Request for Exclusion, or objects to the Settlement.

- F. **Objecting to the Settlement:** If you think the Class Settlement should not be approved, you may mail, fax or email or submit through the Settlement Website for this case at www.OchoaVCKESettlement.com an objection to the Settlement Administrator. You can object to any aspect of the proposed Class Settlement, including the payment requested by Class Counsel and the Plaintiffs. However, as a PAGA Settlement Group Member you cannot object to the PAGA portion of the Settlement. If the Court does not approve the Settlement, no Settlement payments will be sent out and the Lawsuit will continue. Submitting a written objection is not mandatory. You may also, or alternatively, appear in person, remotely (if it is allowed by the Court) or appear through counsel of your choice, paid at your own expense, and be heard at the time of the Final Approval Hearing. You are not required to attend the hearing.
- G. **If you submit a Request for Exclusion from the Settlement, you cannot *also* object to the Settlement. If a Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted, and the objection will be rejected.**
- H. All written objections and supporting papers must contain at least the following: (1) the objecting Class Member's full name, address, and signature; (2) the Class Member's unique assigned ID number (which can be found on this Notice form); and (3) a statement of the basis for each objection.
- I. All written objections and supporting papers must be mailed, faxed or emailed or uploaded through the Settlement Website at www.OchoaVCKESettlement.com to the Settlement Administrator at the Settlement Administrator's address below and be postmarked (if by mail) or sent (if by fax or email or uploaded) on or before August 8, 2022.
- J. **COVID-19 Considerations:** Pursuant to General Order 2022-GEN-005-00 effective March 28, 2022, a copy of which is available at www.lacourt.org, please be aware that the Los Angeles County Superior Court has an optional face mask order in effect. The court's social distancing and/or mask requirements (or other COVID-19 related requirements) may change between the date of this Notice and the Final Approval Hearing. Thus, if you intend to appear at or attend the Final Approval Hearing, please check the Court's website at www.lacourt.org for up to date information regarding social distancing procedures, mask requirements, and other COVID-19 considerations for attendance at hearings. You may also have the option to appear remotely. You can find instructions on how to set up a remote appearance, if it is allowed by the Court, at <https://www.my.lacourt.org>.
- K. Even if you object to the Settlement and the Settlement is approved by the Court, you will receive a Settlement benefit to which you are entitled and you will be bound by all of the Agreement's terms.

The Difference Between Objecting and Excluding Yourself from the Settlement:

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain as a Class Member. Excluding yourself is telling the Court that you do not want to be a Class Member, you do not want to be a part of the Class Claims portion of the Settlement, and you do not want to receive any of the benefits under the Agreement. If you exclude yourself, you have no basis to object to the Settlement or the Agreement, any requested award of attorneys' fees and expenses by Class Counsel, or any incentive award requested by Named Plaintiffs because those provisions of the Settlement will not affect you.

8. THE SETTLEMENT ADMINISTRATOR

Send any Request for Exclusion, workweek dispute, or Objection to the Settlement Administrator at the following mailing address, facsimile number, or email address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 910-2153
www.OchoaVCKESettlement.com

9. CLASS COUNSEL

Named Plaintiffs and the Class Members are represented by the following Class Counsel. Contact information for Class Counsel is provided below:

Rastegar Law Group, A.P.C.
Farzad Rastegar
Douglas W. Perlman
22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Tel. (310) 961-9600
Fax. (310) 961-9094
farzad@rastegarlawgroup.com
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Mahoney Law Group, A.P.C.
Kevin Mahoney
Katherine Odenbreit
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400
kmahoney@mahoney-law.net
kodenbreit@mahoney-law.net

10. FINAL APPROVAL HEARING

The Court has scheduled the Final Approval Hearing for 11:00 a.m. on October 4, 2022 at the Los Angeles Superior Court, 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved. The Court will also be asked to approve the requests for the Named Plaintiffs' Incentive Awards and Class Counsel's Fees and Costs.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you plan to attend the Final Approval Hearing, you should check the Court website at www.lacourt.org to confirm the date and time, as the hearing may be rescheduled without further notice.

If the Court gives Final Approval to the Settlement, then it will enter a Final Approval Order and Judgment. If the Settlement is not finally approved, then the Lawsuit will proceed as if no settlement had been attempted or agreed upon. No benefits will be distributed. There can be no assurance that if the Settlement is not approved, the Class will recover more than is provided in the Settlement or even anything at all.

11. GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement. For more precise terms and conditions of the Settlement, please visit the Settlement Website www.OchoaVCKESettlement.com. You can also call (800) 523-5773 for more information. The Settlement Website provides the key documents related to this case and this Settlement.

PLEASE DO NOT TELEPHONE THE COURT, CKE, OR CKE'S COUNSEL FOR INFORMATION. YOU MAY CALL CLASS COUNSEL LISTED ABOVE.

Dated: June 6, 2022
By order of the Court