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Winifred Kao (SBN 241473)
Palyn Hung Mitchell (SBN 299245)
ASIAN AMERICANS ADVANCING JUSTICE -
ASIAN LAW CAUCUS
55 Columbus Avenue
San Francisco, CA 94111
Telephone: (415) 896-1701
Facsimile: (415) 896-1702
Email: winifredk@advancingjustice-alc.org
palynm@advancingjustice-alc.org

*Additional Counsel Listed on Next Page
Attorneys for Plaintiffs and the Proposed Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

WILLIAM NAVARRETE, MONG TSAI MA,
and JUAN FUENTES, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

BURMA SUPERSTAR OAKLAND, INC., a
California corporation; BAGAN
INCORPORATED, a California corporation;
EAST-WEST HOLDINGS, a California
corporation; MYA MYANMAR, INC., a
California corporation; BEEHIVE CAFÉ LLC,
a California limited liability company;
BURMA SUPER STAR, INC., a California
corporation; DESMOND TAN aka
DESMOND HTUNLIN, an individual;
JOYCELYN LEE, an individual; and DOES 3-
20 inclusive,

Defendants.

Case No.: RG16830336

COMPLEX: ASSIGNED FOR ALL
PURPOSES TO DEPARTMENT 19
HON. STEPHEN KAUS

⁵⁴
**[AMENDED PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

HEARING DATE: NOVEMBER 4, 2019
HEARING TIME: 3:00 P.M.
RESERVATION NO.: [R-2106383AS PER
9/25/19 COURT ORDER]

Rec'd OCT 29 2019

Case No.: RG16830336

[AMENDED PROPOSED] ORDER

1 Jesse Newmark (SBN 247488)
2 Ana Henderson-Arjona (SBN 319222)
3 CENTRO LEGAL DE LA RAZA
4 3022 International Blvd., Suite 410
5 Oakland, CA 94601
6 Telephone: (510) 437-1863
7 Facsimile: (510) 437-9164
8 Email: jessnewmark@centrolegal.org
9 ahendersonarjona@centrolegal.org

7 Carole Vigne (SBN 251829)
8 Katherine Fiester (SBN 301316)
9 LEGAL AID AT WORK
10 180 Montgomery Street, Suite 600
11 San Francisco, CA 94104
12 Telephone: (415) 864-8848
13 Facsimile: (415) 593-0096
14 Email: cvigne@legalaidatwork.org
15 kfiester@legalaidatwork.org

16 *Attorneys for Plaintiffs and the Proposed Class*

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~~[PROPOSED]~~ ORDER

This matter is before the Court on Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The matter was heard by the Court on November 4, 2019, and the Parties were represented by their respective counsel. The Motion having been fully considered by the Court is ruled upon as follows:

WHEREAS, the Court has been advised that the Parties to this action in this Court, through their respective counsel, have agreed, subject to Court approval, to a settlement of this putative class action upon the terms and conditions set forth in the Amended Stipulation and Class Action Settlement Agreement ("Amended Settlement Agreement"), a copy of which has been submitted as Exhibit 1-1 and 1-2 to the Supplemental Declaration of Carole Vigne in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed with the Court on October 28, 2019; and

WHEREAS, the Court has read and considered Plaintiffs' Motion, its accompanying memoranda of points and authorities, declarations and exhibits attached thereto, and has heard argument at hearing,

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Amended Settlement Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Amended Settlement Agreement.

2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive and costly investigation and research have been conducted and significant fact-finding through formal and informal discovery has occurred such that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations.

3. The Court preliminarily finds that the Amended Settlement Agreement appears to be within the range of reasonableness of a settlement that could ultimately be given final

1 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
2 granted as part of the Settlement and preliminarily finds that the monetary settlement awards
3 made available to all Putative Class Members are fair, adequate and reasonable when balanced
4 against the probable outcome of further litigation relating to liability and damages issues.

5 4. The Court hereby conditionally certifies the Class for settlement purposes only.
6 The Class shall be comprised of all non-exempt kitchen staff, including but not limited to food
7 preparers, cooks, busboys or bussers, and dishwashers who are currently employed or were formerly
8 employed by Defendants in California at any time from September 8, 2012 through March 28, 2019
9 (the "Class Period"). The Court also hereby conditionally certifies the following Subclasses for
10 settlement purposes only:

- 11 a. Salaried Subclass: Class Members who worked at any time between
12 September 8, 2012 and October 31, 2014 ("Salaried Subclass Period").
13 b. Retaliation Claim Subclass: Class Members, except for busboys or
14 bussers, who worked at Burma Superstar Oakland, Burma Superstar
15 Alameda, or Burma Love restaurants and were employed before January
16 1, 2017 and worked after January 1, 2017 ("Retaliation Claim Subclass
17 Period").

18 5. Should for whatever reason the Settlement not become final, the fact that the
19 Parties were willing to stipulate to certification of the Class and Subclasses as part of the
20 Settlement shall have no bearing on, nor be admissible in connection with, the issues of whether
21 a Class or Subclasses should be certified in a non-settlement context.

22 6. Plaintiffs William Navarrete, Mong Tsai Ma, and Juan Fuentes are hereby
23 preliminarily appointed and designated, for all purposes, as representatives for the Class, and
24 Asian Americans Advancing Justice – Asian Law Caucus, Centro Legal de la Raza, and Legal
25 Aid at Work are hereby preliminarily appointed and designated as counsel for Plaintiffs and the
26 Class ("Class Counsel").

27 7. Class Counsel is authorized to act on behalf of putative Class Members with
28 respect to all acts or consents required by, or that may be given pursuant to, the Settlement and

1 such other acts reasonably necessary to consummate the Settlement. Any putative Class Member
2 may enter an appearance through counsel of such individual's own choosing and at such
3 individual's own expense. Any putative Class Member who does not enter an appearance or
4 appear on his or her own will be represented by Class Counsel.

5 8. A hearing (the "Final Approval Hearing") shall be held before this Court on
6 _____ at the State of California, Alameda County Superior Court, Department
7 19, 1221 Oak Street, Oakland, California, 94612, to determine all necessary matters concerning
8 the Settlement, including: whether the proposed settlement of the Action on the terms and
9 conditions provided for in the Amended Settlement Agreement is fair, adequate and reasonable
10 and should be finally approved by the Court; whether a Judgment, as provided in the Amended
11 Settlement Agreement, should be entered herein; whether the plan of allocation contained in the
12 Amended Settlement Agreement should be approved as fair, adequate and reasonable to the
13 putative Class Members; and to finally approve Settlement Administration Costs, the Plaintiffs'
14 Service Awards, and determine Class Counsel's Litigation Costs and Attorneys' Fees.

15 9. The Court hereby approves, as to both form and content, the Notice to be
16 distributed to putative Class Members, including individualized Estimated Settlement Share
17 information, attached hereto as Exhibit A. The Court finds that distribution of the Notice in
18 substantially the manner and form set forth in the Amended Settlement Agreement and this
19 Order meets the requirements of due process, is the best notice practicable under the
20 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

21 10. The Court hereby appoints RG2 Claims Administration LLC as Settlement
22 Administrator for purposes of carrying out the notice and settlement administration processes,
23 and to make payments and tax filings and forms, as set forth in the Amended Settlement
24 Agreement. RG2 Claims Administration LLC shall carry out the functions of Settlement
25 Administrator as specified in the Amended Settlement Agreement.

26 11. Any putative Class Member may choose to be excluded from the Class by
27 following the instructions for requesting exclusion from the Class that are set forth in the Notice
28 within sixty (60) days after the date on which the Settlement Administrator mails the Notice

1 Packets. Any such person who chooses to be excluded from the Class will be entitled to his or
2 her share of the Private Attorneys General Act ("PAGA") award only and will not be entitled to
3 class relief or have any right to object, appeal or comment on the Settlement. Putative Class
4 Members who have not timely requested exclusion shall be bound by all determinations of this
5 Court, by the Amended Settlement Agreement, and by the Final Judgment.

6 12. Any putative Class Member who has not opted out of the Settlement may appear
7 at the Final Approval Hearing and may object to or express their views regarding the Settlement,
8 and may present evidence and file briefs or other papers that may be proper and relevant to the
9 issues to be heard and determined by the Court as provided in the Notice and the Amended
10 Settlement Agreement.

11 13. The Court hereby preliminarily approves the definition and disposition of the
12 Gross Settlement Fund and related matters provided for in the Amended Settlement Agreement,
13 including:

- 14 a. approval of the PAGA payment in the amount of \$65,000, of which 75%
15 (\$48,750) shall be payable to the California Labor and Workforce
16 Development Agency, with the remaining 25% (\$16,250) payable to all
17 Class Members, whether they opt out or not;
- 18 b. approval of the actual Settlement Administration Costs from the Gross
19 Settlement Fund in the amount of up to \$15,000 (to be supplemented by
20 up to \$4,000 by Defendants) toward the cost of multiple settlement
21 distributions (but not including the distribution of any residues, if such a
22 distribution becomes necessary);
- 23 c. approval of the Service Awards to the Named Plaintiffs of up to \$35,000
24 total;
- 25 d. approval of out-of-pocket litigation expenses incurred by Class Counsel of
26 up to \$30,000 ("Litigation Costs");
- 27 e. and the remaining amount to be payable to all Participating Class
28 Members.

1 14. Plaintiffs request and Defendants do not oppose an award of attorneys' fees to
 2 Class Counsel of up to twenty-five (25%) percent ("Attorneys' Fees") of the Settlement Amount
 3 after Litigation Costs are deducted. However, the Court will not approve the amount of
 4 attorneys' fees until final approval hearing.

5 15. The Court hereby preliminarily approves the proposed *cy pres* beneficiaries
 6 International Rescue Committee and Refugee Transitions.

7 16. The Court orders the following Implementation Schedule:

<p>9 Within 5 business days of entry 10 of this order</p>	<p>Defendants to provide to the Settlement Administrator and Class Counsel a spreadsheet that will list for each Class Member: the Class Member's first and last names, last known address and telephone number, Social Security Number or Individual Taxpayer Identification Number (if available), dates of employment, and Last Hourly Rate of Pay for each Class Member (the "Class List").</p>
<p>15 Within 5 business days after 16 entry of this order or execution 17 of a standard subordination 18 agreement if required (whichever is later)</p>	<p>Recording of the Deed of Trust described in paragraph 3(u) of the Amended Settlement Agreement</p>
<p>19 Within 10 business days of entry 20 of this order</p>	<p>Settlement Administrator shall mail by first class U.S. mail the Class Notice approved by Court.</p>
<p>21 60 calendar days after mailing of 22 the Class Notice</p>	<p>Last day for Class Members to opt out, challenge data used to calculate settlement payments, or submit written objections. (postmark deadline)</p>

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No later than 10 business days before final approval hearing	Last day for filing and service of papers in support of final settlement approval, and motion for Class Representative Service Awards, Class Counsel's Litigation Costs and Attorneys' Fees. Settlement Administrator to file with the Court and serve on the Parties, a declaration of due diligence setting forth compliance with its obligations under the Settlement with respect to mailing of the Class Notice, attempts to locate Class Members, and number of Class Members whose Notices were returned as undeliverable after all attempts to locate a correct address. Settlement Administrator to deliver opt-out statements and written objections or statements of intention to object to the Settlement received from Class Members, redacted to omit individual Class Members' personal information, such as Social Security Numbers, Individual Taxpayer Identification Numbers, home addresses, and telephone numbers.
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17. The Settlement is not a concession or admission, and shall not be used against Defendants or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendants or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

b. Disclosed, referred to, or offered or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding, except for purposes of enforcing the settlement pursuant to the Amended Settlement Agreement.

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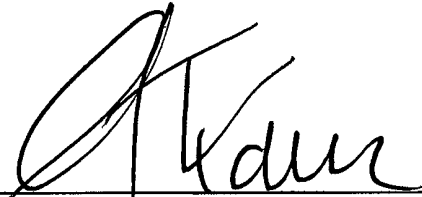
18. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

19. In the event the Settlement does not become effective in accordance with the terms of the Amended Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Amended Settlement Agreement.

20. The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all dates provided for in the Amended Settlement Agreement without further notice to putative Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: 11-4, 2019



HON. STEPHEN KAUS
JUDGE OF THE SUPERIOR COURT

A

NOTICE OF CLASS ACTION SETTLEMENT

IMPORTANT LEGAL NOTICE

William Navarrete, Mong Tsai Ma, and Juan Fuentes vs. Burma Superstar Oakland, Inc. et al.
Superior Court for the County of Alameda, Case No. RG 16830336

THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT MAY AFFECT YOU

A court authorized this notice. This is not a solicitation.

TO: ALL PERSONS WHO WORKED AT BURMA SUPERSTAR SAN FRANCISCO, BURMA SUPERSTAR OAKLAND, BURMA SUPERSTAR ALAMEDA, BURMA LOVE, OR B STAR AS KITCHEN STAFF, INCLUDING (BUT NOT LIMITED TO) FOOD PREPARERS, COOKS, BUSBOYS, AND/OR DISHWASHERS, AT ANY TIME FROM SEPTEMBER 8, 2012 TO MARCH 28, 2019 (“CLASS MEMBERS” or the “CLASS”).

The California Superior Court, County of Alameda, has granted preliminary approval of the proposed settlement (“Settlement”) of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the proposed Settlement, and your rights and options with respect to the Settlement.

AN ESTIMATE OF YOUR SHARE OF THE SETTLEMENT CAN BE FOUND ON PAGES __.

To receive your share, you do not have to file a claim or take any other action. You must notify the Settlement Administrator only if you have an address change.

**YOU MAY BE ENTITLED TO MONEY UNDER THIS PROPOSED SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY; IT EXPLAINS YOUR LEGAL RIGHTS.**

1. Why Did I Receive This Notice?

A proposed settlement has been reached in a lawsuit involving the Burma Superstar San Francisco, Burma Superstar Oakland, Burma Superstar Alameda, Burma Love, or B Star that may affect your rights. The records of Burma Superstar San Francisco, Burma Superstar Oakland, Burma Superstar Alameda, Burma Love, and/or B Star indicate that you worked for one or more of the restaurants at some time between September 8, 2012, and March 28, 2019 (“Class Period”) in a position included as kitchen staff. This means you are a potential Class Member, and you have a right to know about the Settlement. The Settlement will resolve all Class Members’ Released Claims, as described below, from September 8, 2012 through [Prelim Approval Date].

The Preliminary Approval Hearing was held on [DATE]. The Alameda Superior Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court will hold a Final Fairness Hearing concerning the proposed settlement on [DATE] at [TIME] before Judge Kaus. You may obtain additional information regarding the Settlement and the Final Fairness Hearing by visiting [insert URL for Website created/managed by Class Counsel].

2. What Is the Lawsuit About?

The Class Action lawsuit was filed by William Navarrete, Mong Tsai Ma, and Juan Fuentes (“Plaintiffs”) in the Superior Court of Alameda, Case No. RG 16830336. Plaintiffs worked as dishwashers, kitchen helpers, and cooks at Burma Superstar Oakland and Burma Superstar Alameda. They brought this Class Action lawsuit on behalf of themselves and similarly situated employees against Burma Superstar San Francisco, Burma Superstar Oakland, Burma Superstar Alameda, Burma Love, and B Star and their owners (“Defendants”).

In the lawsuit, Plaintiffs claimed that Defendants violated the law by: (1) Failing to pay the minimum wage for all hours worked; (2) Failing to pay promised wages for all hours worked; (3) Failing to pay overtime; (4) Failing to pay split shift premium; (5) Failing to provide meal periods; (6) Failing to authorize and permit rest periods; (7) Failing to pay accrued vacation time; (8) Failing to provide accurate wage statements; (9) Failing to keep accurate payroll records; (10) Failing to provide paid sick leave or inform employees of their right to paid sick leave; and (11) Failing to compensate for all earned wages due either upon termination or within 72 hours of quitting without notice. Plaintiffs sought unpaid wages, interest, and penalties, as well as attorneys' fees and costs for themselves and Class Members. The lawsuit includes a claim for civil penalties under the California Private Attorneys General Act ("PAGA").

The Court has not made any decision about the claims in this lawsuit. By issuing this Notice, the Court is not suggesting that one side would win or lose if this case went to trial. Defendants deny all of these allegations and contend that they fully complied with all applicable laws.

3. What Is a Class Action?

A class action is a legal proceeding where one or more persons sue not just for themselves, but also for other people who have similar claims (forming a "class" or a group of people).

4. Background of Settlement

Plaintiffs' lawyers ("Class Counsel") have conducted extensive investigation and outreach and reached a settlement with Defendants after extensive negotiations with the assistance of a neutral mediator.

Plaintiffs and the attorneys for both sides believe the settlement is fair, reasonable, and adequate, and in the best interests of the Class Members considering the uncertain outcome, risks, costs, and time involved in further litigation, trial, and possible appeals.

5. What Are the Monetary Terms of the Proposed Settlement?

Defendants have agreed to pay \$1,300,000.00 (the "Gross Settlement Fund") to settle this case. This money will be used to pay: the Settlement Administrator to oversee the settlement administration; the California Labor and Workforce and Development Agency for 75% of PAGA penalties (the total PAGA penalties are \$65,000 and are subject to separate approval by the Court); the Plaintiffs for their service to the Class ("Service Awards"); and Class Counsel's fees and costs. The remainder of the Gross Settlement Fund after paying these standard costs is the Net Settlement Amount that will be distributed to Class Members.

6. How Will My Settlement Payment Be Determined?

Class Member payment will be distributed from the Net Settlement Amount. The Net Settlement Amount will be divided into three funds: (1) the General Class Fund (40% of the remaining Net Settlement Amount); (2) the Salaried Fund (55% of the remaining Net Settlement Amount); and (3) the Retaliation Claim Fund (5% of the remaining Net Settlement Amount).

All participating Class Members will get a distribution from the General Class Fund. Settlement Class Members who worked at any point between September 8, 2012, and October 31, 2014, during which Plaintiffs allege Defendants improperly paid employees based on a salary will also get a distribution from a second fund, the "Salaried Fund." Participating Class Members who worked at Burma Superstar Oakland, Burma Superstar Alameda, or Burma Love locations both before and after January 1, 2017, excluding bussers, will get a further distribution from a third fund, the "Retaliation Claim Fund." Distribution from each of these funds will be done on a pro-rata basis based on your last hourly pay rate and weeks worked during the relevant period of time.

In addition, all Class Members, whether participating in this Settlement or not, will receive a payment for PAGA penalties. The amount of PAGA penalties you receive will be done on a pro rata basis based on the weeks you worked during the penalty period.

7. How Much Can I Expect to Receive From This Settlement?

Your estimated distribution from each fund and the PAGA penalties is set forth below and based on the following information:

Last Hourly Rate: Your last known hourly rate of pay as of 3/28/19 or when you stopped working at the restaurant, if earlier is: ____

General Class Fund:

Based on Defendants' records, you worked __ workweeks during employment.

Based on Defendants' records, you __ did __ did not leave employment before 3/28/19.

Based on this information and your last known hourly rate of pay, your estimated share of the General Class Fund is: \$ _____

Salaried Fund:

Based on Defendants' records, you worked __ workweeks during between 9/8/12-10/31/14.

Based on this information and your last known hourly rate of pay, your estimated share of the Salaried Fund is: \$ _____

Retaliation Claim Fund:

Based on Defendants' records, you __ did __ did not work in a non-busser kitchen position at Oakland, Alameda, or Burma Love and worked before 1/1/17, and after 1/1/17.

Based on Defendants' records, you worked __ workweeks between 1/1/17 and 3/28/19.

Based on this information and your last known hourly rate of pay, your estimated share of the Retaliation Claim Fund is: \$ _____

PAGA Penalties:

In addition, based on Defendants' records, you worked __ workweeks between 9/27/15 – 3/28/19. Based on this information, your estimated share of PAGA penalties is: \$ _____

YOUR TOTAL ESTIMATED SETTLEMENT SHARE IS: \$ _____

If you disagree with any of the information above which was used to calculate your Settlement Payment, you may challenge the information with the Challenge Form enclosed with this Notice. The Settlement Administrator will evaluate the evidence you submit and decide whether your Settlement Payment should be changed.

There may be additional distributions from unclaimed funds.

8. When Will I Receive My Payment and What Do I Have To Do?

Your individual Settlement Payment will be paid in three installments. Payments will be mailed only after a judgment is entered by the Court, and all possible appeals are concluded. If no appeal is made, the first check for unpaid wages will be mailed to Settlement Class Members approximately 6 months after final court approval of the Settlement. A second check for penalties will be mailed roughly four months after the first check. A final check for interest will be mailed roughly four months after the second check.

You must cash each check within 90 days of issuance. Checks are void after 90 days, and money from voided checks may be redistributed to other Settlement Class Members.

9. What Are My Legal Rights and Options Under the Settlement?

Do Nothing	If you do nothing, and if the Court grants final approval of the Settlement, you will receive payments under the Settlement. You will also release (give up your rights) on any and all claims you may have that are covered by the Settlement. You do not have to do anything to receive payments.
Challenge the Underlying Data for your Share	You may challenge the data used to determine your Share under the Settlement if you believe the data is incorrect. If you wish to challenge the data, you must do so in writing, and can mail the Challenge Form enclosed with this Notice to the Settlement Administrator at the address below on or before _____, 2019. The Settlement Administrator's decision whether or not to recalculate your settlement share based on any new data you submit is final.
Exclude Yourself or "Opt Out"	If you "opt out," you will NOT receive any money from the Settlement and you will NOT release any claims you may have against Defendants. To opt out, you must mail a written, signed request to opt out to the Settlement Administrator at the address below on or before _____, 2019. Any request for opt-out postmarked after _____, 2019 will be void unless the Court agrees to review the late request. Again, if you opt out, you will be opting out of class relief only. You will still be entitled to your share of the PAGA award.
Object to the Settlement	You may object to the Settlement. If you wish to object, you may do so in writing by stating the basis for your objection(s). To object, you may prepare an objection, sign it, and submit it to the Settlement Administrator at the address below. You may also object in person at the final approval hearing, on _____, 2019. You do not need to file a written objection in order to object in person.

10. What if I Have Questions?

If you have questions, please contact Class Counsel or the Settlement Administrator.

Class Counsel:

Legal Aid at Work Carole Vigne Katherine Fiester	Asian Law Caucus Winnie Kao Palyn Hung Mitchell	Centro Legal de la Raza Jesse Newmark Ana Henderson Aronja
[insert phone number] Languages: Burmese, Chinese, Spanish, and English		

[insert settlement administrator contact information]

DO NOT CONTACT THE COURT OR DEFENDANTS' ATTORNEYS FOR INFORMATION REGARDING THE SETTLEMENT OR THE CLAIM PROCESS.

11. Who Is the Settlement Administrator?

The Settlement Administrator is a company hired by the Parties to administer the Settlement. The parties have agreed to use RG2 Claims Administration LLC as the Settlement Administrator.

The Settlement Administrator's duties include calculating settlement payments, processing challenges, objections and exclusions, making payments to the Class Members, and answering questions you may have. The costs of administering the Settlement, which are estimated to be no more than [\$19,000], of which no more than \$15,000 will be deducted from the Settlement and \$4,000 will be separately contributed by Defendants.

12. How Will the Lawyers and the Representative for the Class Be Paid?

Class Counsel will request Court approval for reimbursement of actual litigation costs up to \$30,000, and payment of attorneys' fees of up to no more than 25% of the Gross Settlement Fund after the litigation costs have been deducted. The Court will decide whether or not to award the attorneys' fees requested. The attorneys' fees are for legal services that have been provided, and will be provided, to the Class.

Class Counsel will also ask the Court to approve Service Awards of up to \$35,000 total for the named Plaintiffs for the effort, time and risks they took to bring this case. If approved, these awards would be in addition to the amounts they receive under the settlement as Class Members.

13. What Is Being Released as Part of the Settlement?

If the Court grants Final Approval of the settlement, the Settlement Class Members (those who did not opt out) will fully release Defendants from liability for any claims that were asserted or could be asserted based on the facts alleged in the Third Amended Complaint in the Class Action through to [insert date of prelim approval]. Released claims include all claims under California state and local law related to failure to pay minimum wage; failure to pay promised wages; failure to pay overtime; failure to pay split shift premium; failure to provide meal periods; failure to authorize and permit rest periods; failure to pay accrued vacation time; failure to provide accurate wage statements; failure to keep accurate payroll records; failure to provide paid sick leave or inform employees of their right to paid sick leave; failure to compensate for all earned wages due either upon termination or within 72 hours of quitting without notice; unfair competition based on these claims; and unlawful retaliation under California Labor Code Section 98.6.

All of the released claims mentioned above expressly include any and all penalties established by the California Private Attorneys General Act for any of the claims. In addition to releasing the claims just mentioned against Defendants, Settlement Class Members will also release claims against Defendants' former and current parents ("parent" is a legal term referring to a relationship between two companies), subsidiaries, affiliated corporations, officers, directors, employees, partners, shareholders and agents; and any other successors, assigns, or legal representatives.

14. Can I Be Retaliated Against for Participating in the Settlement?

The law prohibits Defendants from retaliating against employees for exercising their rights under the law. This means Defendants may not fire, demote, or harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate in the Settlement.

15. Getting More Information about the Settlement

This Notice contains a summary of the basic terms of the settlement. For the precise terms, you may review the Settlement Agreement.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as DomainWeb, at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the "Search By Case Number" link, then enter RG16830336 as the case number and click "SEARCH." Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact the Settlement Administrator by phone at _____ and Class Counsel at the numbers listed above.

The Settlement Agreement, this Class Notice, and other important documents related to this case and Settlement, are also available at: [www.]

IMPORTANT:

- 1. If you move or change your address, send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.**
- 2. It is strongly recommended that you keep a copy of any challenge, request for exclusion and/or objection that you submit, and proof of timely mailing and/or faxing, until after the Final Approval hearing.**

Challenge Form

Check the boxes below **ONLY** if you wish to challenge the personal information used to calculate your estimated settlement share, as listed above. You do **NOT** have to submit this form if this information is accurate. All fields must be completed for your challenge to be accepted. **Any challenges must be postmarked or faxed by no later than [DATE].** Challenges postmarked or faxed after this date will not be honored.

- I wish to challenge the last hourly rate at which I was paid during the Class Period

- I wish to challenge the dates of my employment.

- I wish to challenge the determination on whether I worked in a non-busser kitchen position in Oakland, Alameda or Burma Love before and after 1/1/17.

I have included with a written statement of what I believe to be my correct information regarding the challenge(s) checked above. I have also included information and/or documents that support my challenge (for example, paystubs or time records). I understand that, by submitting this challenge, I authorize the Settlement Administrator to review Defendants' records and make a decision regarding my challenge.

If you have checked any of the boxes above, please sign below, print your name, and provide your Class Member ID number (from the address label on the envelope of this mailing).

Signature

Name of Class Member ____ [NAME] _____

Class Member ID Number (from address label): _____ [mail id] _____

Statement of reasons and documents in support of challenge(s) checked above:

[Please attach documents and use separate page(s) as necessary]

Your Contact Information

The Settlement Administrator is using the following contact information for you. If any of your contact information is inaccurate, please correct that information and return a copy of this form to the Settlement Administrator at the address above.

<<Name>>

<<Address>>

<<City>>, <<State> <Zip>>

(____) _____ -- _____

Home Telephone Number

(____) _____ -- _____

Cellular Phone Number

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG16830336

Case name: NAVARRETE v. BURMA SUPERSTAR OAKLAND, INC., a California Corporation

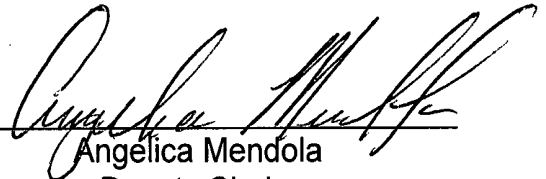
DECLARATION OF SERVICE BY MAIL

I certify that I am not a party to this cause and that a true and correct copy **Proposed Order Granting Plaintiffs' Motion For Preliminary Approval of Class Settlement** filed on November 6, 2019 was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 1221 Oak Street, Oakland, California.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 7, 2019.

Chad Finke, Executive Officer/Clerk of the Superior Court

By: _____



Angelica Mendola
Deputy Clerk

Winifred Kao
Asian Law Caucus
55 Columbus Ave
San Francisco, CA 994111