

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 2-3.

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 November 6, 2019.

On November 6, 2019, 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 March 4, 2020, at 3:00 p.m. before Judge Kaus. You may obtain additional information regarding the Settlement and the Final Fairness Hearing by visiting <http://www.burmasuperstarsettlement.com>.

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: \$(*individual rate of pay*)

General Class Fund:

Based on Defendants’ records, you worked (*individual number of workweeks*) during employment.

Based on Defendants’ records, you (*either did, or 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: \$(*individual share*).

Salaried Fund:

Based on Defendants’ records, you worked (*individual number of workweeks*) 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: \$(*individual share*).

Retaliation Claim Fund:

Based on Defendants’ records, you (*either did, or 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 0 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: \$(*individual share*).

PAGA Penalties:

In addition, based on Defendants’ records, you worked (*individual number of workweeks*) between 9/27/15 – 3/28/19. Based on this information, your estimated share of PAGA penalties is: \$(*individual share*).

YOUR TOTAL ESTIMATED SETTLEMENT SHARE IS: \$(*individual share*).

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 February 4, 2020. 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 February 4, 2020. Any request for opt-out postmarked after February 4, 2020, 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 March 4, 2020. 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-Arjona
Languages: Burmese (415-848-7776); Spanish (415-848-7777); Mandarin, Cantonese, and English (415-848-7775)		

RG2 Claims Administration LLC: (866) 742-4955
P.O. Box 59479, Philadelphia, PA 19102-9479
Fax: (215) 827-5551

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 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 November 6, 2019. 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 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.burmasuperstarsettlement.com

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 February 4, 2020.** 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)

(Class Member ID Number (from address label))

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