

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES

Eiden v. Olive & June, LLC

Case No. BC 654685

NOTICE OF CLASS ACTION SETTLEMENT AND OPPORTUNITY TO “OPT-OUT” OF, OR OBJECT TO, THE SETTLEMENT

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

To: All individuals who performed work for Defendant Olive & June, LLC in the position of manicurist or performed manicurist duties and were classified as an independent contractor within the State of California from August 3, 2013 through December 21, 2017.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT. TO RECEIVE YOUR SHARE OF THE SETTLEMENT AWARD, YOU DO NOT HAVE TO DO ANYTHING. PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK REGARDING THIS ACTION.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached of a class action lawsuit entitled *Eiden v. Olive and June, LLC, et al.*, currently pending in the Superior Court of the State of California, County of Los Angeles, Case No. BC654685 (the “Lawsuit”). This Notice explains the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable, and that any final determination of such issues will be made at the final hearing.

2. WHAT IS THIS LAWSUIT ABOUT?

On March 21, 2017, a class action lawsuit was filed against Defendant which alleged the following:

- (1) Misclassification
- (2) Unpaid Overtime
- (3) Meal period violations
- (4) Rest period violations
- (5) Minimum wage violations
- (6) Unlawful deductions
- (7) And other related violations, such as waiting time penalties, paystub violations, expense reimbursement and record-keeping violations

Defendant denies the allegations in the Lawsuit and is prepared to defend the Lawsuit vigorously.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

LeAnne Eiden (“Plaintiff”) is representing herself and all other current and former independent contractors for Defendant, who performed who performed work for Defendant in the position of manicurist or performed manicurist duties and were classified as an independent contractor (“Class Members”) at any time from August 3, 2013 through December 21, 2017 (“Class Period”).

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on August 30, 2017 in Department 322 of the Superior Court of the State of California, for the County of Los Angeles, at which Judge William F. Highberger preliminarily approved the Settlement of this Lawsuit. The Settlement will resolve the Class Members’ claims for willful misclassification, unpaid minimum wages, overtime wages, unpaid meal and rest breaks, unlawful deductions, paystub violations, untimely wage payments that occurred during the Class Period.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Lawsuit have merit or that Defendant has any liability to the Plaintiff or the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

The parties have agreed to settle the case for \$280,000.00 (“Total Settlement Fund”). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed thirty-five percent of the total settlement amount in the amount of \$98,000.00; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, estimated to be \$7,500.00; (3) service payment to the class representative; LeAnne Eiden for her services in the Lawsuit, in an amount not to exceed \$7,500.00; and (4) \$8,500.00 for administration settlement costs. An amount of \$7,500.00 will also be paid to the Labor Workforce Development Agency, State of California, representing an allocation for certain civil penalties alleged in this matter in accordance with the California Private Attorneys General Act. The amount of money remaining after these payments is the amount that will be distributed to the employees who are members of the class and who do **not** submit timely Opt-Outs. This amount is known as the “Net Settlement Fund”.

Thirty-four percent of each Class Member’s check is earmarked as wages, for which payroll taxes will be deducted. Both the Class Members’ and Defendant’s share of payroll taxes will also be paid from the Net Settlement Fund.

The Claims Administrator will determine each eligible Class Member’s settlement payment. The settlement payment to each Class Member will depend upon the number of Shifts worked by the Class Member during the Class Period. The Claims Administrator will use the following formula to determine settlement payment to each Class Member:

$$\text{(Shifts worked by each Class Member} \div \text{Total Shifts for all Class Members)} \times \text{Net Settlement Fund} \\ = \text{Individual Payment}$$

All claims will be paid from the Net Settlement Fund. The Claims Administrator will deduct applicable employee payroll taxes and withholdings from each Class Member’s settlement share that represents wages.

Separately, at Plaintiff’s insistence and as ordered by the Court consistent with the Settlement, on or about January 1, 2018, Defendant will restructure its manicurist position and thereby reclassify any and all individuals performing work for Defendant as a manicurist as of that date and thereafter, as an employee as that term is defined under California law.

6. THE SETTLEMENT AMOUNT YOU WILL RECEIVE

The estimated Net Settlement Fund is \$151,000.00. The number of Shifts that you worked is «MERGED_ShiftsWorked». The total number of Shifts in the Class Period for the entire Class is 29,789. As such, your payment is estimated to be «MERGED_Percentage_CALC»% of the Net Settlement Fund, which equals \$«MERGED_EstSettAmnt_CALC».

If you believe the total number of Shifts attributed to you as indicated on this Notice is incorrect, explain your disagreement in writing and mail it along with any documentation relating to your disagreement to the Claims Administrator at the following address:

Eiden v. Olive & June, LLC.
c/o Simpluris, Inc.
P.O. 26170
Santa Ana, 92799
Telephone: (888) 369-3780

For your explanation and documentation to be considered, it must be postmarked by November 13, 2017. In the event of a dispute about the number of shifts worked, the Claims Administrator will compare Defendant's payroll records with records you provide and will resolve the dispute.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

If you wish to participate in the Settlement, you **do not need to do anything**. Provided that you do not submit a timely request for exclusion within the Opt-Out Period, you will receive a monetary settlement payment, which is scheduled to be mailed approximately 40 days after the Final Approval Hearing (or an estimated 15 days after January 15, 2018, whichever date is later), if the Settlement is approved and no appeals are filed.

8. CAN OLIVE & JUNE, LLC RETALIATE AGAINST ME FOR PARTICIPATING IN THE LAWSUIT?

No. Defendant will not take any retaliatory action against any Class Member if they choose to participate in the Settlement. Nor will Defendant provide any benefit, other the payments set forth above for the Settlement, to any Class Member who participates in the Settlement.

9. WHAT DO CLASS MEMBERS GIVE UP TO OBTAIN RELIEF UNDER THE SETTLEMENT?

Upon final approval by the Court, the Settlement Class, and each Class Member who has not submitted a timely and valid written request for exclusion from the Settlement **shall have** released the Released Persons from the Released Claims.

The "Released Persons" are the following: Olive & June, LLC and each of its former, future and present parents, affiliates, subsidiaries, divisions, officers, directors, managing agents (including, but not limited to Sarah Gibson Tuttle), board members, trustees, shareholders, investors, employees, agents, attorneys, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons action on its behalf.

The "Released Claims" are any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action contingent or accrued for, which relate to any claims for misclassification, nonpayment of wages or overtime under any federal, state or local law, the unlawful deduction of wages, the failure to provide, authorize or compensate rest periods or meal periods, the failure to pay wages due upon termination, the failure to pay vacation wages, the failure to provide accurate wage statements pursuant to Labor Code Section 226, the failure to keep accurate payroll records, the failure to reimburse business expenses, the failure to pay penalties, premiums, damages or attorneys' fees and costs under the California Labor Code (including any claims under the California Private Attorneys General Act (PAGA) or any Wage Order, all claims under the California Labor Code or Business & Professions Code (including Section 17200), claims for restitution and other equitable relief, liquidated damages, punitive damages, waiting time penalties, penalties of any nature whatsoever, premium payments of any nature, or any other benefit claimed on account of the allegations asserted, or any allegations that were or could have been asserted in the First Amended Complaint or any subsequent amended complaints. This release shall apply to all claims arising from August 3, 2013 to final approval of the class settlement.

The cashing of the settlement payment check will constitute a volitional act that additionally releases each check-cashing Class Member's claims under the Fair Labor Standards Act (FLSA) as well. FLSA claims will not be released by a given Class Member until that Class Member redeems his or her settlement payment check and the settlement payment checks will expressly refer to this FLSA release mechanism.

10. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written request for exclusion to the Settlement Administrator at the following address:

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c/o Simpluris, Inc.
P.O. 26170
Santa Ana, 92799
Telephone: (888) 369-3780

The written exclusion statement must include your name, address, last four digits of your Social Security Number and state in writing the desire to be excluded with your signature. The Request for Exclusion must be postmarked by November 13, 2017.

Unless you timely request to be excluded from the settlement, you will remain a member of the Class, will receive a settlement payment, and will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice, regardless of whether you cash your check for the settlement payment.

If you submit a valid and timely Request for Exclusion, you will no longer be a member of the Class, will be barred from participating in this Settlement, will not receive a Settlement Payment, will be barred from objecting to this Settlement, and will receive no benefit from this Settlement.

11. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you have not submitted an Opt-Out, you can object to any of the terms of the Settlement. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object you must assert your objections to the Court at the final approval hearing (see § 16 below) or mail your objections to the Claims Administrator at the address below, your written objection must include your name, address, telephone number, last four digits of your social security number and your signature, post-marked no later than November 13, 2017.

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12. WILL THE CLASS REPRESENTATIVE BE COMPENSATED FOR BRINGING THIS LAWSUIT?

LeAnne Eiden will request a service award of up to \$7,500.00 for her service as Class Representative and for her efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to the Named Plaintiff.

13. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that the interests of the Named Plaintiff and the Class Members are represented by:

Heather Davis, Esq.
Amir Nayebdadash, Esq.
PROTECTION LAW GROUP, LLP
136 Main St., Ste. A
El Segundo, CA 90245
Telephone: (424) 290-3095

MAZYAR K. SHAMSHONI, SBN 285672
SHAMSHONI LAW FIRM, APC
1925 Century Park East, Suite 1380
Los Angeles, CA 90067
Telephone: (310) 933-4787

(collectively, “Class Counsel”). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. HOW WILL CLASS COUNSEL BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed thirty-five percent of the Total Settlement Fund for their attorneys’ fees. Class Counsel will also request to recover their out-of-pocket expenses incurred during the Litigation, estimated to be \$7,500.00. These fees and costs are subject to the Court’s approval, and may be modified by the judge.

15. WHAT IS THE FINAL APPROVAL HEARING?

The Court has not made a ruling on the merits of the action, and has not determined whether or not the Class can be certified or whether Defendant has violated any law. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable, and that any final determination of such issues will be made at the final hearing.

16. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on Thursday, December 21, 2017, at 10:00 a.m., in Department 322 of the Superior Court of the State of California, County of Los Angeles, which is located at 600 South Commonwealth, Los Angeles, California 90005. The Final Approval Hearing may be continued and notice of such a continuance will be provided to any Class Member who submits an Objection.

17. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to.

18. HOW DO I GET MORE INFORMATION?

A copy of the Settlement Agreement can be viewed on the Claims Administrator’s website at: Simpluris.com/case-information and is also available during normal business hours at the clerk’s office at the Superior Court of the State of California, County of Los Angeles, located at 600 South Commonwealth Street, Los Angeles, California 90005. A copy of the settlement is attached as Exhibit A to the Declaration of Heather M. Davis, Esq. in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on August 7, 2017.

If you need more information or have any questions, you may contact the Claims Administrator at the address and telephone number listed below, toll free. Please refer to the *Eiden v. Olive & June, LLC*, Class Action Settlement.

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You may also contact the attorneys for the Class, whose names and contact information are listed above. Do **not** address any questions about the settlement or the litigation to the clerk of the court or the judge.

19. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.