

- Legal Notice -

- This is not a solicitation from a lawyer -

TO: ALL ENGAGEMENT SPECIALISTS EMPLOYED BY PROMO WORKS LLC, STAR CHAMBERS ENTERPRISES, LLC, AND 5 STAR DEMO SERVICES (COLLECTIVELY, THE “PROMO WORKS ENTITIES”) AND WHO WORKED A SHIFT BETWEEN JULY 17, 2008 AND DECEMBER 31, 2013.

If you worked a shift as an Engagement Specialist for the Promo Works Entities in the State of California at any time during the period **July 17, 2008** and **December 31, 2013**, inclusive, you could receive a payment from a proposed class action settlement. CROSSMARK, Inc. has been named as a defendant in the class actions at issue on the theory that it has successor liability for the claims alleged in the class actions. The Promo Works Entities and CROSSMARK, Inc. are hereafter referred to collectively as “Defendants.”

This notice (“Notice”) is to tell you about a hearing regarding the proposed settlement and to explain your options in this case. You are entitled to participate in this settlement, and the Defendants will not retaliate or take any adverse action against you whether or not you file a claim, object to the settlement, hire your own attorney, or exclude yourself from the settlement and pursue your own claim.

Your legal rights are affected whether you act or don’t act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

1	Do nothing	You will not receive any money from the settlement, and you will give up your right to make a claim against the Defendants about the challenged practices.	<i>See page 3</i>
2	Submit a claim	You may submit a claim and receive a settlement payment as explained below.	<i>See page 3</i>
3	Object	You may write the Court to say why you do not agree with the proposed settlement.	<i>See page 3</i>
4	Stay in the Settlement Class but get your own lawyer	You will still be part of this lawsuit, but you can hire your own lawyer to represent you. You must then pay your lawyer’s fees and costs.	<i>See page 4</i>
5	Exclude yourself from the Settlement Class	You will not receive any payment from the settlement, but you will have the option to bring your own lawsuit against the Defendants based on the same challenged practices.	<i>See page 4</i>

Please do not call or write the Court or the Defendants with questions about this lawsuit.

If you have more questions after reading this Notice, see page 4.

WHAT THIS CASE IS ABOUT

These cases are called the *Star Chambers Wage and Hour Cases* (Judicial Council Coordination Proceeding No. 4755) (the “Coordinated Action”). The Coordinated Action joins two cases, *Cameron v. Star Chambers Enterprises, LLC, et al.* (Los Angeles County Superior Court, Case No. BC488537) (the “Cameron Action”) and *Percival v. Star Chambers Enterprises, LLC, et al.* (San Diego County Superior Court, Case No. 37-2013-00048418-CU-OE-CTL) (the “Percival Action”) brought on behalf of all Engagement Specialists employed the Promo Works Entities and who worked a shift between **July 17, 2008** and **December 31, 2013**. These individuals are referred to as “Class Members.” Plaintiffs contend that under California law, Class Members may be owed compensation for certain violations of the California Labor Code, the Wage Orders of the Industrial Welfare Commission, and the California Business and Professions Code, including:

1. Failure to Pay Minimum Wage, Violation of Cal. Labor Code §§ 1194, 1194.2, 1197;
2. Failure to Pay Overtime Wages, Violations of Cal. Labor Code §§ 510, 1194 et seq., 1198;
3. Failure to Make Payment Within the Required Time, Violations of Cal. Labor Code §§ 201-203, 226;
4. Failure to Indemnify Employees for Expenditures, Violations of Cal. Labor Code § 2802;
5. Unlawfully employing an employee under conditions prohibited by a wage order, Violations of Cal. Labor Code § 1198; and
6. Unfair Competition, Violations of Cal. Bus. & Prof. Code § 17200 et seq.

Defendants deny all liability for these claims and contend that their employment practices have complied with applicable state laws at all times. Defendants have asserted a number of factual and legal defenses to Plaintiffs’ claims. Nonetheless, without admitting any liability and in the interest of resolving this dispute, Defendants have agreed to the settlement described below.

The Court has made no ruling on the merits of Plaintiffs’ claims or Defendants’ defenses. However, the Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for **December 16, 2015 at 11:00 a.m.** in Department 322 of the Los Angeles County Superior Court, located at 600 South Commonwealth Avenue, Los Angeles, CA 90005.

BENEFITS OF THE SETTLEMENT – WHAT YOU MAY GET

Under the terms of the settlement, Defendants have agreed to fund a gross settlement amount of \$1,100,000.00. Class Members who do not ask to be excluded from the Settlement will receive payment. Class Counsel will ask the Court to approve payment from the settlement fund of their attorney fees equal to 1/3 of the settlement (\$366,666.66) and their actual litigation costs up to \$25,000.00. Class Counsel will also ask the Court to approve an enhancement payment of \$25,000.00 to Plaintiff Rosemary Cameron and of \$15,000.00 to Plaintiff Lisa Percival for their efforts and initiative in bringing these actions to obtain recovery for the Class, their participation in litigation and discovery, and for releasing any additional individual claims that they may have. After payment of attorneys' fees, costs, any enhancement payments awarded to the Class Representatives, payment to the LWDA, and the costs of administering the settlement, all remaining funds will be distributed to those persons who submit timely and valid claims. The amount of money that you will be paid is based on the number of shifts you worked at the Promo Works Entities between **July 17, 2008** and **December 31, 2013**.

Required payroll taxes will be deducted from all individual settlement payments. Any other amount from the settlement allocation not used to pay timely and valid claims shall not be required to fund the settlement.

The number of eligible shifts worked by you during the class period is stated on the enclosed Claim Form. The total amount of your claim is printed on the enclosed Claim Form. If fewer than 100% of the class members make claims, the amount you receive will increase on a pro rata basis (as set forth in the Stipulation of Settlement). If you dispute the number of eligible shifts worked calculated by Defendants, follow the instructions on the Claim Form to submit a dispute.

The only way to receive a payment from the settlement fund is to submit a Claim Form, as explained in Section 2 on page 3. Please continue reading.

RELEASE

At the end of the case, if the Court grants final approval of the settlement, all Class Members who do not opt-out of the settlement will give up all rights to sue Defendants for the claims covered by the following release:

“Upon the final approval by the Court of this Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, each and every Settlement Class Member, on behalf of themselves and their heirs and assigns, unless he or she has properly elected to opt out of the class, hereby releases the Released Parties from the following “Released Claims”: (1) any claims, damages, or causes of action alleged in the Complaint and/or the First Amended Complaint in this Action, whether known or unknown, as well as (2) those that arise from the same factual predicate for the positions covered in the Cameron Complaint, the Percival Complaint, and the Coordinated Action, whether known or unknown. The Released Claims include claims for: failure to pay wages (including minimum wages, straight time wages, and overtime wages); failure to timely pay wages during employment and upon termination; failure to provide meal and rest periods and/or pay meal and rest period premiums; failure to indemnify and/or reimburse business expenses; failure to provide accurate itemized wage statements; recordkeeping violations; failure to provide suitable seating; unfair and unlawful business practices; unfair competition; penalties under the Private Attorney General Act (“PAGA”) – California Labor Code §§ 2699 et seq.; violation of Section 14 of Wage Order 7-2001; violation of California Business and Professions Code §§ 17200 et seq.; and violation of California Labor Code §§ 201-204, 226, 226.7, 510, 1194, 1194.2, 1197, 1198, 2800, and 2802. The Settlement Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but they stipulate and agree that the Settlement Class Members, upon Final Approval, fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. The Released Claims shall include all the above claims from the period beginning July 17, 2008 through December 31, 2013.”

Class Members will be deemed by operation of the order granting Final Approval to have agreed not to sue or otherwise make a claim against any of the released parties for any Released Claims. With respect to any and all Released Claims enumerated above, Class Members agree that, upon the Effective Date of the settlement, they shall and have, by operation of the Judgment, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

If you have questions concerning the release, you may contact Class Counsel.

NOTICE OF HEARING IN THIS CASE

The Court has allowed Plaintiffs Rosemary Cameron and Lisa Percival to represent the Class Members and has given preliminary approval to a proposed settlement. A final hearing to consider the fairness of the proposed settlement is scheduled for **December 16, 2015 at 11:00 a.m.** at the following location:

Los Angeles County Superior Court
600 South Commonwealth Avenue
Department 322
Los Angeles, CA 90005

You are not required to attend the final hearing. The hearing may be continued or adjourned without further notice to the Class.

ATTORNEYS' FEES AND COSTS, ADMINISTRATION COSTS, CLASS REPRESENTATIVES' ENHANCEMENTS/RELEASE PAYMENTS, AND PAYMENT TO THE LWDA

Under the terms of the settlement, Plaintiffs' attorneys, Righetti Glugoski P.C. will submit a request to the Court for \$366,666.66 in attorneys' fees (which is 1/3 of the maximum settlement amount of \$1,100,000.00) and up to \$25,000.00 to reimburse their actual costs spent in pursuit of this lawsuit.

The Claims Administrator will seek a payment of up to \$30,000.00 to cover all costs and fees to administer the settlement. Named Plaintiff Cameron will request an enhancement award/release payment of \$25,000.00, and Named Plaintiff Percival will request an enhancement award/release payment of \$15,000.00, for time and effort in assisting in the litigation and settlement and for releasing all of their individual claims against Defendants.

All amounts requested for fees, costs, enhancements, and releases are subject to Court approval at the final approval hearing.

Further, pursuant to the Private Attorney General Act ("PAGA") – California Labor Code §§ 2699 et seq, a payment will also be made in the amount of \$18,750.00 to the Labor Workforce Development Agency.

MORE INFORMATION ABOUT YOUR OPTIONS AND LEGAL RIGHTS

1 Do nothing.

If you do nothing, you will not receive any money payment under the proposed settlement. You do not have to pay for the lawyers who have represented you in this case so far.

If you do nothing, you will also stay in this lawsuit. This means that you accept the Court's decisions in this case and that you cannot bring a separate lawsuit against Defendants for these claims.

2 Submit a Claim Form.

This is **the only way for you to obtain money from the settlement**. The amount of money you receive will depend on your total Eligible Shifts worked in California during the Class Period as compared to all Eligible Shifts worked by all Class Members during the Class Period, and the number of Class Members who make a claim.

The Court will assess the fairness of the settlement at the hearing on final approval. No payments will be distributed until and unless the Court grants final approval and all appeals, if any, are resolved in favor of the settlement.

To **submit a claim**: You must file your claim online at www.StarChambersWageCases.com by **October 13, 2015**. Alternatively, you may fill out the enclosed Claim Form and send the completed Claim Form to the Claims Administrator so that it is postmarked no later than **October 13, 2015** to this address:

Star Chambers Wage and Hour Cases Administrator
c/o Gilardi & Co. LLC
P.O. Box 1110
Corte Madera, CA 94976-1110

3 Object.

If you are a Class Member who does not opt-out of the settlement and who does not want the Court to approve the settlement in its entirety, you may write to the Court to say why you do not agree with the proposed settlement.

Your objection must include:

- Your name and address;
- The name and number of this case (*Star Chambers Wage and Hour Cases*, Judicial Coordination Council Proceeding No. 4755);
- A written statement of the basis for your objection, including
- the reasons why you believe that the Court should find that the proposed settlement is not in the best interests of Class Members;
- the reasons why the Settlement should not be approved; and
- legal and factual arguments supporting your objection.
- A statement of whether you intend to appear at the final approval hearing; and
- Your signature or signature of your counsel, if any.

Your objection must be filed with the Court and mailed to the Claims Administrator by October 13, 2015. You may submit your objection by mailing it to the Claims Administrator at:

Star Chambers Wage and Hour Cases Administrator
c/o Gilardi & Co. LLC
P.O. Box 1110
Corte Madera, CA 94976-1110

You also must mail a copy of your objection to all of the attorneys listed below by October 13, 2015:

Attorneys for the Class ("Class Counsel"):	Attorneys for Defendant Starchambers aka Promoworks ("Starchambers")	Attorneys for Defendant Crossmark ("Crossmark")
RIGHETTI GLUGOSKI, P.C. Matthew Righetti John Glugoski Michael Righetti 456 Montgomery Street, Suite 1400 San Francisco, CA 94104 Telephone: (415) 983-0900 Facsimile: (415) 397-9005	WINSTON & STRAWN LLP Laura R. Petroff, Esq. Emilie C. Woodhead, Esq. Jason S. Campbell, Esq. 333 S. Grand Avenue, 38th Floor Los Angeles, CA 90071	OLGETREE DEAKINS BASH SMOAK & STEWART, P.C. Lara C. de Leon, Esq. Christian Hickersberger, Esq. Park Tower 695 Town Center Drive, Suite 1500 Costa Mesa, CA 92626

If you object, you remain a member of the Class and remain eligible to receive a settlement payment if final approval is granted. If you do not want to be a part of this case, see Section 5, "Exclude Yourself," below.

4 Stay in the Settlement Class but get your own lawyer.

If you want to participate in the proposed settlement and stay in the class action but prefer to have your own attorney, you are free to do so. But you will have to pay your lawyer's fees and costs.

5 Exclude yourself from the Settlement Class.

If you do not want to remain a Class Member, you can request exclusion from the Class (i.e., opt-out). You can opt-out of the Class by mailing a written request for exclusion to the Claims Administrator. It must be **postmarked no later than October 13, 2015**. This request for exclusion must contain the following information: (a) your printed full name (and any other names used while employed by Defendants); (b) your full address; (c) your telephone number; (d) the last four digits of your Social Security Number; and (e) the following language that states the following: "I wish to opt-out of the settlement of the lawsuit *Star Chambers Enterprises Wage and Hour Cases*, California Superior Court in and for the County of Los Angeles, Judicial Council Coordination Proceeding No. 4755." **This request must be signed by you.**

If you opt-out of the Class, you no longer will be a Class Member, you will be barred from participating in this settlement, and you will receive no money or benefit from this settlement. By opting-out of the Class, you will retain whatever rights or claims you may have, if any, against Defendants, and you will be free to pursue such claims on an individual basis, if you choose to do so.

Your request for exclusion should be mailed to:

Star Chambers Wage and Hour Cases Administrator
c/o Gilardi & Co. LLC
P.O. Box 1110
Corte Madera, CA 94976-1110

TO LEARN MORE ABOUT THIS CASE

This Notice is only a summary. For more information about this case and to review key documents pertaining to the proposed settlement, you may:

Contact the Claims Administrator:

Star Chambers Wage and Hour Cases Administrator
c/o Gilardi & Co. LLC
P.O. Box 1110
Corte Madera, CA 94976-1110
Telephone: (877) 255-3514
Email: info@starchamberswagecases.com

- OR -

Contact Class Counsel:

RIGHETTI GLUGOSKI, P.C.
Matthew Righetti
John Glugoski
Michael Righetti
456 Montgomery Street, Suite 1400
San Francisco, CA 94104
Telephone: (415) 983-0900
Facsimile: (415) 397-9005

Please do not call or write the Court or Defendants with questions about this lawsuit.