

LIM LAW GROUP, P.C.
Preston H. Lim (SBN 275249)
phl@limlawgroup.com
1504 W. Artesia Sq., Suite B
Gardena, CA 90248
Telephone: (213) 900-3000
Facsimile: (213) 204-3000

LAW OFFICES OF LLOYD LEE
Lloyd J. Lee (SBN 276453)
lloyd@pro-esq.com
25050 Ave Kearny, Suite 107-A
Valencia, CA 91355
Telephone: (661) 480-2420
Facsimile: (213) 995-6344

Attorneys for Plaintiff SHARI RILEY,
individually, and on behalf of other members
of the general public similarly situated

FISHER & PHILLIPS LLP
NICOLE KAMM, SBN 245534
nkamm@fisherphillips.com
HANNAH SWEISS, SBN 291804
hsweiss@fisherphillips.com
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

Attorneys for Defendants
PRIMITIVE COMPAN, a California corporation;
JUBAL JONES, an individual; MITCH BHATIA,
an individual; and PAUL RODRIGUEZ, JR., an
individual

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SHARI RILEY, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

PRIMITIVE COMPANY, a California
corporation; and Jubal Jones, an individual;
Mitch Bhatia, an individual, Paul Rodriguez, Jr.,
an individual; and DOES 1 through 50,
inclusive;

CASE NO.: 20STCV07175

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 28, 2022

Time: 9:00 a.m.

Dept.: 17

Assigned to the Hon. Maren E. Nelson Dept

Defendants.

17

Complaint Filed: 2/25/20
Trial Date: None

The Motion for Preliminary Approval of Class Action Settlement came before this Court, on March 28, 2022, the Honorable Maren E. Nelson presiding. Preston Lim of Lim Law Group, P.C. and Lloyd Lee of Law Offices of Lloyd Lee, appeared on behalf of Plaintiff Shari Riley ("Plaintiff"). Hannah Sweiss of Fisher and Phillips, LLP appeared on behalf of Defendant Primitive Company, Jubal Jones, Mitch Bhatia, and Paul Rodriguez, Jr. (collectively "Defendants"). Plaintiff and Defendants are collectively referred to as "the Parties."

Having considered the proposed Stipulation of Settlement and the Exhibits attached thereto (hereafter collectively, the "Settlement Agreement"), having considered the Motion for Preliminary Approval of Class Action Settlement filed by the parties, having considered the respective points and authorities and declarations submitted by the parties in support thereof, and good cause appearing therefor,

THE COURT HEREBY ORDERS AS FOLLOWS:

1. For purposes of this Preliminary Approval Order, the Court incorporates by reference the definitions in the Settlement Agreement, and all defined terms herein shall have the same meaning as set forth in the Settlement Agreement.

2. The Court grants preliminary approval of the Settlement as set forth in the Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be potentially granted approval by the Court at the Final Fairness and Approval Hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Settlement Class" defined as follows:

All current and former non-exempt employees who were employed by Defendant in California at any time during the period from

February 25, 2016, through the date of the Preliminary Approval by the Court.

3. The Class Period is defined as the period from February 25, 2016 through the date the Court grants preliminary approval of the Settlement.

4. The PAGA Group Members are defined as all current and former non-exempt or hourly paid employees of Defendant that have worked for Defendant in the State of California at any time from February 3, 2019 through the date of the Preliminary Approval by the Court.

5. Based on the submissions of the Parties, the Court conditionally makes the following findings:

- a. The Settlement Class Members are so numerous as to make joinder impracticable;
- b. There are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual Settlement Class Members;
- c. Plaintiff's claims and the defenses thereto are typical of the claims of Settlement Class Members and the defenses thereto;
- d. Plaintiff and her counsel can and have fairly and adequately protected the interests of the Settlement Class Members in this action; and
- e. A class action is superior to all other available methods for fair and efficient resolution of this action.

6. For purposes of the Settlement only, the Court designates named Plaintiff Shari Riley as Class Representative.

7. For purposes of the Settlement only, the Court designates Preston Lim of Lim Law Group, P.C. and Lloyd Lee of Law Offices of Lloyd Lee as Settlement Class Counsel.

8. The Court confirms Phoenix Settlement Administrators as the Claims Administrator.

9. A Final Fairness and Approval Hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the members of the

1 Settlement Class is scheduled in Department 17 of this Court, located at 312 N. Spring Street, Los
2 Angeles, California 90012, on _____, at _____ a.m./p.m.

3 10. At the Final Fairness and Approval Hearing, the Court will consider: (a) whether
4 the Settlement should be approved as fair, reasonable and adequate for the Class; (b) whether a
5 judgment granting approval of the Settlement should be entered; and (c) whether Plaintiff's
6 application for an award of attorneys' fees, reimbursement of litigation expenses, and class
7 representative enhancement award should be granted.

8 11. The Court approves, as to form and content, the Class Notice Packet ("Notice"),
9 which is attached hereto as **EXHIBIT A**. The Court further approves the procedures for Class
10 Members to opt out of, or object to the Settlement as set forth in the Settlement Agreement.

11 12. The Court directs the mailing of the Notice by first class mail to the Class
12 Members in accordance with the Implementation Schedule set forth below. The Court finds the
13 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
14 Schedule, meet the requirements of due process and provide the best notice practicable under
15 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

16 13. The Court finds that the form of notice regarding the pendency of the action and
17 of this Settlement, and the methods of giving notice to members of the Settlement Class,
18 constitute the best notice practicable under the circumstances and constitute valid, due, and
19 sufficient notice to all members of the Settlement Class. They comply fully with the
20 requirements of California Code of Civil Procedure section 382, California Civil Code section
21 1781, California Rules of Court, rules 3.766 and 3.769, the California and United States
22 Constitutions, and other applicable law.

23 14. To validly object to the Settlement Agreement, an objecting Settlement Class
24 Member must provide an objection on or before the Final Fairness and Approval Hearing.

25 15. The procedures for filing or making objections in connection with the Final
26 Fairness and Approval Hearing are intended to ensure the efficient administration of justice and
27 the orderly presentation of any Class Member's objection to the Settlement Agreement, in
28 accordance with the due process rights of all Class Members.

1 16. The Court hereby enjoins all Class Members from filing claims before the
2 California Division of Labor Standards Enforcement or from initiating other proceedings
3 regarding the Released Claims against the Released Parties unless and until they have opted out
4 of the Settlement.

5 17. Pending the Final Fairness and Approval Hearing, all proceedings in this action,
6 other than proceedings necessary to carry out or enforce the terms and conditions of the
7 Settlement Agreement and this Order, are stayed.

8 18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
9 connection with the administration of the Settlement which are not materially inconsistent with
10 either this Order or the terms of the Settlement Agreement.

11 19. The Court orders the following **Implementation Schedule** for further
12 proceedings:

Event	Date
(a) Deadline for Defendants to Submit Class Member Information to Claims Administrator	_____ [30 calendar days after Order granting Preliminary Approval]
(b) Deadline for Claims Administrator to Mail Notice to Class Members	_____ [10 calendar days after Order granting Preliminary Approval]
(c) Deadline for Class Members to Postmark Requests for Exclusion	_____ [60 calendar days after mailing of the Notice]
(d) Deadline for Receipt by Court and Claims Administrator of Objections to Settlement	_____ [On or before the Final Approval Hearing]
(e) Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and	_____ [16 Court days before Final Approval Hearing]

Event	Date
Enhancement Award	
(f) Deadline for Claims Administrator to file Declaration of Due Diligence and Proof of Mailing	_____ [16 Court days before Final Approval Hearing]
(g) Final Fairness Hearing and Final Approval	Date: _____ Time: _____
(h) Deadline for Defendant to wire transfer settlement funds to Claims Administrator (if Settlement is Effective)	_____ [30 calendar days after the Final Effective Date] (if Settlement is Effective)
(i) Deadline for Claims Administrator to distribute the Settlement Awards, the Enhancement Award, and the Attorneys' Fees and Costs (if Settlement is Effective)	_____ [45 calendar days after the Final Effective Date] (if Settlement is Effective)

20. The Final Fairness and Approval Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Riley, et al. v. Primitive Company, et al.
Case No. 20STCV07175

NOTICE OF CLASS ACTION SETTLEMENT

A Court approved this Notice. This is not a solicitation from an attorney.

To: ALL CURRENT AND FORMER HOURLY NON-EXEMPT EMPLOYEES OF PRIMITIVE COMPANY. WHO WORKED WITHIN CALIFORNIA AT ANY TIME DURING THE PERIOD OF FEBRUARY 25, 2016 THROUGH [INSERT PRELIMINARY APPROVAL DATE].

PLEASE READ THIS NOTICE CAREFULLY
AS YOUR LEGAL RIGHTS MAY BE AFFECTED.

YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You are receiving this Notice because you are or were an hourly non-exempt employee of Primitive Company who worked in California from February 25, 2016 to [insert preliminary approval date] (“Settlement Class Member”) and may be entitled to recover money from a class action settlement.

This Notice informs you of your rights to share in the settlement of the class action lawsuit *Riley, et al. v. Primitive Company, et al. Case No. 20STCV07175* (the “Lawsuit”). This Notice is being sent to you by the order of the Superior Court of California, County of Los Angeles, which preliminarily approved this class action settlement on [TBD]. This Notice informs you of your rights to share in the settlement, or, if you so choose, to exclude yourself from the settlement or to object to the settlement terms.

If you wish to participate in the settlement and receive a settlement payment, you need not take any action at this time. If the Court approves the settlement, you will be mailed a settlement check at the address on file with the Settlement Administrator.

WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT?

The Lawsuit was filed by plaintiff, Shari Riley (“Plaintiff”) against Primitive Company, Jubal Jones, Mitch Bhatia, and Paul Rodriguez, Jr. (collectively “Defendants”), on behalf of all hourly non-exempt employees who worked for Primitive Company in California during the time period of February 25, 2016 through [insert preliminary approval date]. The Lawsuit sought, and seeks, monetary and statutory damages, interest, attorneys’ fees, and civil penalties for the following alleged claims: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide compliant meal and rest periods; (4) waiting time penalties; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized statements; and (7) unfair business practices and (8) civil penalties pursuant to Labor Code Section 2699, *et seq.* premised on the above claims. Plaintiff sought all damages, penalties, interest, fees, costs, and other amounts recoverable under the above causes of action under California law, including but not limited to under the California Labor Code.

Defendants deny Plaintiff’s allegations or that it violated the law and asserts that it has no liability for any of Plaintiff’s or the Settlement Class Members’ claims under any statute, wage order, common law, or equitable theory. The Court did not decide in favor of Plaintiff or Defendants and there was no trial. Plaintiff thinks she could prevail. Defendants think Plaintiff would have no ability to prevail at trial. Defendants do not admit any of the claims alleged in the Lawsuit and denies any money is owed to Plaintiff or to the Settlement Class Members for any of the alleged claims. Defendants have entered into this settlement solely for purposes of resolving this dispute and so the Parties may buy their peace and avoid further time and costs associated with litigation. Plaintiff and her attorneys think the settlement is best for the Settlement Class Members.

The Parties participated in a mediation session with a class action mediator, and as a result, the Parties reached a class-wide settlement. The Parties have since entered into the Joint Stipulation for Class Action Settlement (“Settlement” or “Settlement Agreement”).

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Shari Riley is the Class Representative or Named Plaintiff in the Lawsuit, and asserts claims on behalf of herself and on behalf of employees who are similarly situated and have similar claims, who are referred to as “Class Members.” A class action allows the Court to resolve the claims of all the class members at the same time, rather than litigating or settling multiple individual lawsuits. A class member is bound by the determination or judgment entered in the case and may not file his or her own lawsuit on the same claims that were decided in the class action, unless he/she excludes him/herself from the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former hourly non-exempt employees of Primitive Company in California who worked during the period of February 25, 2016 to [insert date of preliminary approval]. The “Settlement Class Members” shall not include any person who submits a timely and valid request for exclusion as provided in this Notice.

If the Court approves the compromise of the claim for civil penalties pursuant to Labor Code Section 2699, *et seq.* (“PAGA claim”), all current and former hourly non-exempt employees of Primitive Company in California who worked during the “PAGA Period” of February 3, 2019 to [insert date of preliminary approval] (“PAGA Group Members”) are nevertheless bound by the Court’s resolution of the PAGA claim. Class Members who are also PAGA Group Members who submit a request for exclusion will nevertheless receive their pro-rata share of the \$2,500 allocated for PAGA penalties.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendants agreed to pay \$100,000 (“Gross Settlement Amount”) to cover (a) Individual Settlement Payments to Settlement Class Members; (b) the Class Representative Enhancement Payment to the named Plaintiff, not to exceed \$5,000; (c) Private Attorney General Act (“PAGA”) penalties in the amount of \$10,000 of which 75% or \$7,500 will be paid to the Labor Workforce Development Agency (“LWDA”) and 25% or \$2,500 to PAGA Group Members; (d) Claims Administration Expenses of \$5,750; and (e) attorney’s fees and costs awarded by the Court to Class Counsel (the “Class Counsel Award”), not to exceed \$33,333 in fees and \$10,000 in costs. After deducting items b, c, d and e from the Gross Settlement Amount, the remaining balance is the “Net Settlement Amount.” The Net Settlement Amount will be distributed to all Settlement Class Members who do not exclude themselves from the Settlement. Per item c, \$2,500 from the Gross Settlement Amount will be distributed to all PAGA Group Members. The Class Counsel Fees and Costs and the Class Representative Enhancement Payment are subject to Court approval.

This class action settlement includes a release of Defendants by Settlement Class Members, who do not submit a valid and timely Request for Exclusion to exclude themselves from the Settlement. Upon the date the Court enters an order granting final approval of the Settlement and Defendants funding the Gross Settlement Amount, and the employer’s share of payroll taxes, all Class Members who do not timely submit a valid Request for Exclusion will fully release and discharge Defendants, and all of their past and present owners, officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and

predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”) for all claims, demands, rights, liabilities and causes of action that were pled or could have been pled in the First Amended Complaint based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (a) failure to pay meal and rest period compensation (Cal. Lab. Code §§ 226.7, 512); (b) failure to pay compensation for all hours worked, minimum wage violations, and overtime (Cal. Lab. Code §§ 216, 510, 1194, 1194.2, 1197); (c) waiting time penalties (Cal. Lab. Code § 203); (d) failure to provide accurate itemized statements (Cal. Lab. Code § 226, IWC Wage Order); (e) failure to reimburse business expenses (Cal. Lab. Code § 2802); (f) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the facts, claims, causes of action or legal theories described above; and (g) all claims under California’s Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”). For members of the Settlement Class who do not validly opt out, the release period shall run from February 25, 2016, through the date of Preliminary Approval by the Court (“Class Period”).

Furthermore, upon the date the Court enters an order granting final approval of the Settlement and Defendants funding the Gross Settlement Amount, the State of California and all PAGA Group Members (regardless of whether PAGA Group Member submits a valid and timely Request for Exclusion to exclude themselves from the Settlement), will fully release and discharge the Released Parties from any and all claims for civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*] based on the labor code violations alleged and that are based upon or arise from the factual allegations in Plaintiff’s notice(s) sent to the LWDA and alleged in the operative Complaint, including all attorneys’ fees and costs related thereto (“Released PAGA Claims”).

HOW MUCH WILL MY PAYMENT BE?

Your share of the settlement will depend on (i) the final number of Settlement Class Members who have not excluded themselves from the Settlement; and (ii) the number of workweeks you were employed during the Class Period and PAGA Period.

“Workweeks” are determined by calculating the number of days you were an hourly non-exempt employee of Primitive Company in California between February 25, 2016 to [insert date of preliminary approval].

The Settlement Administrator will calculate the total workweeks for all Settlement Class Members. The Net Settlement Amount (not including the \$2,500 allocated for PAGA Group Members) is then divided by the total number of workweeks worked by all Class Members during the Class Period, and then multiplying this amount by each Class Members’ total number of workweeks to provide that employee’s individual share of the Net Settlement Amount.

In addition, the Settlement Administrator will calculate the total workweeks for all PAGA Group Members during the PAGA Period. The \$2,500 allocated for PAGA penalties to PAGA Group Members is then divided by the total number of workweeks worked by all PAGA Group Members during the PAGA Period, and then this amount is multiplied by each PAGA Group Members’ total number of workweeks to provide that employee’s individual share of the \$2,500 allocated for PAGA penalties.

Primitive Company's records show that you were employed by Primitive Company as an hourly non-exempt employee who worked in California from [start date] to [end date] between February 25, 2016 to [insert date of preliminary approval] and worked _[##]_ workweeks. (You may have worked for Primitive Company prior to February 25, 2016, but that time period is not included for purposes of this Class settlement.) If the settlement is approved, based on those records, your estimated payment for the Class Action is \$[XXX.XX], less applicable taxes and payroll deductions. Primitive Company's records show that you were employed by Primitive Company as an hourly non-exempt employee who worked in California from [start date] to [end date] between February 3, 2019 to [insert date of preliminary approval] and worked _[##]_ pay periods. (You may have worked for Primitive Company prior to February 3, 2019, but that time period is not included for purposes of this PAGA settlement.) If the settlement is approved, based on those records, your estimated payment for the PAGA amount is \$[XXX.XX], less applicable taxes and payroll deductions. These amounts are only estimates. The actual amount of the Individual Settlement Payment may increase or decrease based on several factors, including the number of employees who exclude themselves from the settlement.

If you disagree with the employment dates listed above for employment during the periods between February 25, 2016 to [insert date of preliminary approval], please contact the Settlement Administrator no later than _____, 2022. You will be asked to provide documents to support your dispute. If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.

Contact information for the Settlement Administrator is provided below.

Riley, et al. v. Primitive Company, et al.

c/o CLAIMS ADMINISTRATOR

Mailing Address

Telephone numbers

A portion, or twenty percent (20%), of each Individual Settlement Payment shall be considered settlement of alleged unpaid wages and subject to the withholding of federal, state and local income taxes, including FICA taxes, among other legally required withholdings and deductions. The remaining portions, or eighty percent (80%) of each Individual Settlement Payment shall not be subject to payroll withholding and 100% of each PAGA Groups Members pro-rate share of the \$2,500 allocated for PAGA penalties shall be allocated as penalties and shall not be subject to payroll withholding.

The Settlement Administrator shall issue to each Settlement Class Member an IRS Form W-2 for the portion of the individual settlement that is designated as unpaid wages. The Settlement Administrator may issue an IRS Form 1099 to each Settlement Class Member and PAGA Group Member for the remaining portion of the Individual Settlement Payment that is not designated as unpaid wages and other amounts paid pursuant to this settlement. All Settlement Class Members will be responsible for correctly characterizing this income for tax purposes and for paying any taxes on the amounts received.

Each Settlement Class Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eight (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check.

Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and shall be transferred to the California's Secretary of State Controller's Office – Unclaimed Property Fund under the unclaimed property laws in the name of the Class Member.

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

To receive a settlement payment, you do not need to do anything. If the Court approves this settlement at the Final Approval Hearing, the Settlement Administrator will mail you a check within approximately sixty days from the date the Court grants final approval, unless an appeal is filed. If you do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment and you will be bound by the terms of the Settlement Agreement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the settlement, you must submit a written request for exclusion to the Settlement Administrator at the following address or fax number:

Riley, et al. v. Primitive Company, et al.

c/o CLAIMS ADMINISTRATOR

Mailing Address

Telephone numbers

To be valid and timely, a written request for exclusion must **be postmarked or fax stamped by _____, 2022** and returned to and received by the Settlement Administrator at the specified address or fax telephone number above. You may also make your objections at the Final Approval Hearing regardless of whether a written objection was submitted. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement, including the Release of Claims described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement, and you cannot object to the settlement. Class Counsel will not represent your interests in this Lawsuit if you request to be excluded. If you are PAGA Group Member, however, you will not be permitted to exclude yourself from the settlement of the PAGA claim. If you are a PAGA Group Member, you will still receive a pro-rata share of the \$2,500 allocated to the PAGA Group Members and be bound by the release of the Released PAGA Claims.

WHAT IF I DO NOTHING?

If you do nothing, you will receive a settlement payment and you will be bound by the terms of the Settlement Agreement.

FINAL APPROVAL HEARING

You may appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on **, 2022, at 8:30 a.m., in Department "17"** at the Los Angeles Superior Court –Spring Street Courthouse

located at 312 North Spring Street, Los Angeles, California 90012. You also have the option of appearing via audio or video at the final approval hearing. Directions can be found at <https://www.lacourt.org/newsmedia/ui/AccessLACourtYourWay.aspx>

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

A Settlement Class Member who wishes to object must mail to the Settlement Administrator (at the address above) or fax a written statement of objection (“Notice of Objection”), postmarked or faxed by no later than _____, 2022. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a list of all persons who will be called to testify in support of the objection. You are not required to appear at the Final Approval/Settlement Fairness Hearing in order for the Court to consider your objection. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing. If you choose to appear at the Final Approval Hearing, you can appear remotely by visiting the Court’s website at <https://www.lacourt.org/lacc/> for instructions on how to schedule your remote appearance.

Submitting an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an Individual Settlement Payment, unless you request to be excluded.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you disagree with the terms of the settlement. You can object only if you stay in the Settlement Class. If you submit an objection, you will still receive an Individual Settlement Payment and be bound by the Settlement, if it is approved by the Court.

Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not receive any Settlement Payment.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement whether or not they timely cash their Individual Settlement Payments.

Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding a Released Claim originating between February 25, 2016 and [insert preliminary approval date], which was alleged or that could have been alleged in the Lawsuit based on the facts alleged in the operative complaint. Notice of the judgment will be given to the Settlement Class Member in the manner specified by the Court.

The Settlement Agreement contains additional details about the settlement terms and the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Settlement Class Members are represented by:

LIM LAW GROUP, P.C.

Preston H. Lim (SBN 275249)

phl@limlawgroup.com

1504 W. Artesia Sq., Suite B

Gardena, CA 90248

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Telephone: (661) 480-2420

Facsimile: (213) 995-6344

Settlement Class Members will not be charged for these lawyers. Instead, they will be paid from the settlement fund.

WHAT IF MY INFORMATION CHANGES?

If your address has changed or you plan to change your address in the near future, please contact the Settlement Administrator

Riley, et al. v. Primitive Company, et al.

c/o CLAIMS ADMINISTRATOR

Mailing Address

Telephone numbers

IT IS YOUR RESPONSIBILITY TO KEEP AN UPDATED ADDRESS ON FILE WITH THE SETTLEMENT ADMINISTRATOR. YOUR FAILURE TO UPDATE YOUR ADDRESS COULD RESULT IN YOUR SETTLEMENT PAYMENT BEING TRANSMITTED TO THE CALIFORNIA STATE CONTROLLER UNCLAIMED PROPERTY.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Joint Stipulation for Class Action Settlement, the Court's Preliminary Approval Order, Motion for Final Approval, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files at the Civil Clerk's Office at the Los Angeles Superior Court – Stanley Mosk

Courthouse located at 111 North Hill Street, Los Angeles, California 90012 or by visiting www.lacourt.org and clicking on the “online services” tab and selecting “Case Document Images” to set-up an account to purchase the Court documents regarding this action that are available on-line..

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [REDACTED]. Please refer to the *Riley, et al. v. Primitive Company, et al.* Class Action Settlement.

If you have any questions about the settlement, you can contact Class Counsel:

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***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***

***PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR
INFORMATION ABOUT THIS SETTLEMENT.***