

MELMED LAW GROUP, P.C.

Jonathan Melmed (SBN 290218)

jm@melmedlaw.com

Laura M. Supanich (SBN 314805)

lms@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Telephone: (310) 824-3828

Facsimile: (310) 862-6851

Attorneys for Plaintiff, the Putative Class and Aggrieved Employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ALFREDO AVINA, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

RAVCO CONSTRUCTION, INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No. **30-2020-01146748-CU-OE-CXC**

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

Date: May 13, 2021

Time: 2:00 p.m.

Dept: CX103

Judge: Hon. Kirk H. Nakamura

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on May 13, 2021, in Department CX103, the Honorable Kirk H. Nakamura
3 presiding. The Court having considered the papers submitted in support of the application of the
4 parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Joint Stipulation of Settlement and Release of Class Action
7 (the "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in
8 support of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement.
9 All terms used herein shall have the same meaning as defined in the Settlement Agreement. The
10 settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the
11 Class, and the Court preliminarily approves the terms of the Settlement Agreement, including,
12 without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$465,000.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$7,500.00**;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$155,000.00**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$12,500.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**; and
- 20 f. A PAGA allocation of \$10,000.00, with **\$7,500.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
25 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
26 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
27 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
28 Class Members; (e) Class Representatives' counsel has and is able to adequately represent the

1 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
2 treatment of this dispute is superior to individual litigation because common issues predominate
3 over individual issues for settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
6 and final approval by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement,
8 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
9 should be finally approved as fair, reasonable and adequate as to the members of the Class is
10 scheduled on the date and time set forth in the implementation schedule in Paragraph 10 below.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement and Hearing Date for Court Approval ("Class Notice"), in substantially the form
13 attached to the herein as **Exhibit 1**. The Court approves the procedure for Class Members to
14 participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

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

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminary certifies for settlement purposes only the Settlement Classes
23 defined as follows: *all California residents who are or were employed by Defendant (i) as hourly,*
24 *non-exempt employees from July 6, 2016 through December 14, 2020, or (ii) are or were paid in*
25 *whole or in part on a piece-rate basis from July 6, 2016 through December 14, 2020. See*
26 *Settlement Agreement, at §I, 5. The Class Period is defined as July 6, 2016 through December 14,*
27 *2020. See Settlement Agreement, at §I, 11.*

28 9. All Settlement Class members who do not timely opt out will release those claims

alleged in the Complaint, including claims under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 246, 510, 1174, 1174.5, 1194, 1194.2, 1197, 2802, IWC Wage Order No. 16, UCL violations pursuant to Cal. Bus. & Prof. Code §17200 based on the foregoing, and statutory penalties based on the foregoing under California's Private Attorney Generals Act ("PAGA") (Labor Code §§ 2698-2699.5) through the Class Period. No other claims are released other than those claims specifically pled in the Complaint.

10. The Court confirms Plaintiff Alfredo Avina as Class Representative, and Jonathan Melmed of Melmed Law Group P.C. as Class Counsel.

11. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

13. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	May 27, 2021 [or within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	June 10, 2021 [or within 14 days after receiving the Class Member Information from Defendant]
c.	Deadline for Class Members to Postmark Requests for Exclusion	July 26, 2021 [or 45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	July 26, 2021 [or 45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	September 1, 2021 [or 30 Court days prior to Final Approval and Fairness Hearing]

f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	September 15, 2021 [or 16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing	October 1, 2021 at 9:00 a.m.

14. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

15. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Kirk H. Nakamura
Judge of the Superior Court, Orange County

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ALFREDO AVINA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

RAVCO CONSTRUCTION, INC., a California
Corporation; and DOES 1 through 20, inclusive;

Defendants.

CASE NO. 30-2020-01146748-CU-OE-CXC

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND HEARING DATE
FOR COURT APPROVAL**

To all California residents who are or were employed by Defendant Ravco Construction, Inc. (i) as hourly, non-exempt employees from July 6, 2016 through December 14, 2020, or (ii) are or were paid in whole or in part on a piece-rate basis from July 6, 2016 through December 14, 2020 (“Class Members”).

**YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. PLEASE READ
THIS NOTICE CAREFULLY.**

The settlement involves disputed claims against Defendant Ravco Construction, Inc. (“Defendant”) alleging Defendant’s: **(1)** failure to pay minimum wage; **(2)** failure to pay overtime wages; **(3)** failure to provide compliant rest periods and/or pay missed rest break premiums; **(4)** failure to reimburse business expenses; **(5)** failure to provide complete and accurate wage statements; **(6)** failure to pay all wages due to its former employees upon termination; **(7)** failure to pay timely wages; **(8)** unfair business practices based on the foregoing; and **(9)** PAGA penalties based on the foregoing.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this Notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described in Section V below.

I. INTRODUCTION

This “NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL” (“NOTICE”) is to inform you that Defendant has agreed to settle a class action lawsuit on behalf of all Class Members which claimed, among other things, that Defendant violated various wage and hour laws by failing to pay minimum and overtime wages, failing to provide its employees with off-duty rest breaks and or pay rest break premiums, failing to provide meal periods or to pay meal break premiums, failing to reimburse for business expenses, failing to pay timely wages, failing to pay its former employees all wages due at separation from employment, its failure to issue accurate itemized wage statements, violating California Labor Code provisions forming the basis for a PAGA claim and a class action claim, and violating California Business & Professions Code Section 17200 with respect to its employees at any time during the period from July 6, 2016 through December 14, 2020 (the “Class Period”).

The Court has granted preliminary approval of the Settlement and the Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

II. DESCRIPTION OF THE LAWSUIT

On **July 6, 2020**, Plaintiff Alfredo Avina filed his Complaint (“Complaint”) against Defendant on behalf of the Class Members, in the matter of ***Alfredo Avina v. Ravco Construction, Inc., et al.***, Case No. **30-2020-01146748-CU-OE-CXC** in the Superior Court of California for the County of Orange. As described above, Plaintiff claimed that Defendant **(1)** failure to pay minimum wage; **(2)** failure to pay overtime wages; **(3)** failure to provide compliant rest periods and/or pay missed rest break premiums; **(4)** failure to reimburse business expenses; **(5)** failure to provide complete and accurate wage statements; **(6)** failure to pay all wages due to its former employees upon termination; **(7)** failure to pay timely wages; **(8)** unfair business practices based on the foregoing; and **(9)** PAGA penalties based on the foregoing.

Defendant has denied liability, denied the allegations in the Complaint, and has raised various defenses to these claims. Defendant contends, among other things, that it fully complied with California wage and hour laws, provided timely off-duty meal and rest breaks, properly and timely compensated their employees, reimbursed for business expenses, and provided accurate itemized wage statements. Defendant also denies that Plaintiff’s claims are suitable for class certification. Defendant wishes to settle this case to avoid costly, disruptive, and time-consuming litigation and do not admit to any wrongdoing or liability.

The Court has not ruled on the merits of Plaintiff’s claims. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial or whether the claims are suitable for class certification. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiff have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this Notice. After Defendant provided extensive information and documents to counsel for the Class Members, the Settlement was reached after arms-length non-collusive negotiations between the parties, including mediation with a very experienced and well respected mediator in California. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate

way to resolve the disputed claims.

Plaintiff and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

Under this settlement, the following settlement class will be certified under California law: ***all California residents who are or were employed by Defendant Ravco Construction, Inc. (i) as hourly, non-exempt employees from July 6, 2016 through December 14, 2020, or (ii) are or were paid in whole or in part on a piece-rate basis from July 6, 2016 through December 14, 2020.***

Plaintiff and his counsel, Jonathan Melmed, Esq. (“Class Counsel”), believe that the settlement described below is fair, adequate, reasonable and in the best interests of Plaintiff and the Class.

On [insert date of preliminary approval], the Court preliminarily approved the settlement and conditionally certified the settlement class. This Notice is being sent to you because Defendant’s records indicate that you were employed by Defendant during the Class Period and that you are a Class Member.

IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement.

III. TERMS OF THE SETTLEMENT

Defendants have agreed to pay \$465,000.00 (the “Gross Settlement Amount”) to resolve claims in the Complaint. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved **CPT Group, Inc. or ILYM Group, Inc.**, Inc., to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, it is estimated that up to \$10,000 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Attorneys’ Fees and Expenses. Class Counsel – which includes attorneys from Melmed Law Group P.C.–have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a full day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third (i.e., \$155,000.00) of the Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit. Class Counsel also will ask for reimbursement of up to

\$12,500.00 for the costs Class Counsel incurred in connection with the Lawsuit.

Service Payment to Named Plaintiff and Class Representative. Class Counsel will ask the Court to award Named Plaintiff and Class Representative, Alfredo Avina, a service payment in the amount of \$7,500 to compensate him for his service and extra work provided on behalf of the Class Members. The Class Representative also may receive a share of the Settlement as a Class Member.

PAGA Payment. The Parties have agreed on a reasonable sum to be paid in settlement of the Private Attorney General Act (“PAGA”) claims included in the Action, which is \$10,000. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) to Aggrieved Employees. “Aggrieved Employees” means ***all California residents who are or were employed by Defendant (i) as hourly, non-exempt employees from April 30, 2019 through December 14, 2020, or (ii) are or were paid in whole or in part on a piece-rate basis from April 30, 2019 through December 14, 2020.*** Class Counsel shall give timely notice of the Class Settlement to the LWDA under Labor Code section 2699(l)(2).

Net Settlement Amount. After deducting the amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount for distribution to the Class Members.

You can view the Settlement Agreement and other Court documents related to this case by visiting [www.CPTGroup.com/ xxxxxxxxx](http://www.CPTGroup.com/xxxxxxxxx).

IV. YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT

The Individual Settlement Amount for each Class Participant (a Class Member that does not opt-out of the Settlement) will be calculated as follows: the Net Settlement Amount shall be distributed pro rata on a “checks cashed” basis based on the proportional number of weeks worked by each Class Member during the Class Period. Weeks where a Class Member was paid on a piece-rate basis will be weighted as 1.5 weeks. If any Class Member opts-out of the Settlement, his/her share will be distributed to Class Participants. Twenty percent (20%) of the Settlement Award distributed to each Claimant will be considered and reported as “wages” (W-2 reporting), and Eighty percent (80%) of the Settlement Award will be distributed to each Claimant as “interest” and as non-wage “penalties” (Form 1099). Defendant, or its proxies, shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution; however, it will be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Defendant during the Class Period will be calculated based on Defendants’ records. **If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before [insert date](#) with documentation to establish the number of pay periods you claim to have actually worked during the Class Period.** **DOCUMENTATION**

SENT TO THE SETTLEMENT ADMINSTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited, and report the outcome to the Class Participant. If you are unsatisfied with the decision, you may submit an Objection, as discussed below.

Assuming the Court grants final approval of the Settlement and judgment is entered, then Settlement checks will be mailed to all Class Members who do not request to be excluded (i.e., opt-out) after the Defendants have fully paid the Gross Settlement Amount, which should be by December 15, 2021. Because it may take the Settlement Administrator some time to process Settlement checks and deliver them to Class Participants, Settlement checks should be delivered on or before December 31, 2021.

You can view the final approval order and final judgment and payment schedule at www.CPTGroup.com/xxxxxxx.

V. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will bind all members of the Settlement Class who have not opted out of the Settlement, and will bar all Class Members from bringing certain claims against Defendants as described below.

The Released Parties are Defendant and all of its subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

The Released Claims are those claims alleged in the operative Complaint, including claims under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 246, 510, 1174, 1174.5, 1194, 1194.2, 1197, 2802, IWC Wage Order No. 16, UCL violations pursuant to Cal. Bus. & Prof. Code §17200 based on the foregoing, and statutory penalties based on the foregoing under California's Private Attorney Generals Act ("PAGA") (Labor Code §§ 2698-2699.5) (the "Released Claims"). The Release Period shall be the Class Period. No other claims are released other than those claims specifically plead in the operative Complaint.

The settlement will not release any person, party or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature.

Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

"An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

VI. WHAT ARE YOUR OPTIONS?

A. Do Nothing and Receive Your Portion of the Settlement

You are automatically included as a Class Participant and will receive a settlement payment and do not have to take any further action to receive your settlement payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is included on the attached Share Form.

B. Opt-Out and Be Excluded from the Class and the Class Settlement

If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [insert date], with your name, address, telephone number, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE URQUIZO V. SANTOS SONTEMAYOR LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

Send the Request for Exclusion directly to the Settlement Administrator at the following address **by no later than [Insert opt-out date]:**

[Insert ADDRESS]

Any person who submits a timely Request for Exclusion from the Class Action Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. If you want confirmation of receipt of your Opt-Out, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

Notwithstanding the foregoing, if you are an Aggrieved Employee, you may not opt out of the portion of the settlement that involves the PAGA claim. Because a PAGA action is a representative action brought by the Named Plaintiff and Class Representative on behalf of the State of California, the claim belongs to the State of California, not to any individual Aggrieved Employee or Class Member. Therefore, if a Class Member who submits a timely Request for Exclusion is also an Aggrieved Employee, such person shall still receive a pro rata portion of the PAGA Payment that is allocated to Aggrieved Employees, and shall be bound by the release of the PAGA claim to the extent that such Aggrieved Employee would seek to pursue similar claims covering the same time period.

C. Object to the Settlement

You also have the right to object to the terms of the Settlement if you do not Opt-Out. However, if

the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must file with the Settlement Administrator and the Court a written objection stating your name, address, telephone number, dates of employment with Defendant, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections must be in writing and must be mailed to the Settlement Administrator, [Insert ADDRESS], by no later than [Insert deadline] for your objection to be considered. **OBJECTIONS THAT DO NOT INCLUDE ALL REQUIRED INFORMATION, OR THAT ARE NOT SUBMITTED TIMELY, MAY NOT BE CONSIDERED BY THE COURT.**

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

D. Your Right to Appear at the Final Approval and Fairness Hearing Through an Attorney or In Person

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [Insert DATE], at ??? a/p.m. in Department ____ of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701. You have the right to appear either in person or through your own attorney at this hearing. Objections not previously filed in writing in a timely manner as described above will not be considered by the Court. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [Insert DATE 30 Days After Mailing]. All objections or other correspondence must state the name and number of the case, which is *Alfredo Avina v. Ravco Construction, Inc., et al.*, Case No. 30-2020-01146748-CU-OE-CXC.

VII. UPDATE FOR YOUR CHANGE OF ADDRESS

If you move after receiving this Notice or if it was misaddressed, please complete the Change of Address portion of the Share Form and mail it to the Settlement Administrator, ??? at ???, as soon as possible. **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT PAYMENT REACH YOU.**

VIII. IF THE STIPULATION OF SETTLEMENT AND RELEASE OF CLASS ACTION IS NOT APPROVED

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the conditional settlement will be voided, no money will be paid, and the case will return to litigation. If that happens, there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as this settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

IX. QUESTIONS OR COMMENTS?

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: **???** or by e-mail at **_____**. You may also contact Counsel for the Parties at the addresses or phone numbers listed below.

<u>CLASS COUNSEL:</u>	<u>DEFENDANT'S COUNSEL:</u>
MELMED LAW GROUP P.C. Jonathan Melmed, Esq. jm@melmedlaw.com 1801 Century Park East, Suite 850 Los Angeles, California 90067 Telephone: (310) 824-3828 Facsimile: (310) 862-6851	BEST BEST & KRIEGER LLP Damian M. Moos, Esq. damian.moos@bbklaw.com 18101 Von Karman Avenue, Suite 1000 Irvine, California 92612 Telephone: (949) 263-2600 Facsimile: (949) 260-0972

According to the Company's records, you worked _____ Workweeks during the Class Period. Accordingly, your estimated payment is approximately \$_____.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and wish to dispute it, please contact the Claims Administrator at _____ no later than (administrator to insert response date). If you dispute the information stated above, the information the Company provided to the Claims Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than [administrator to insert response date].

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE CLAIMS ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.