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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MIREYA TORRES, IDREES HOLLIS,
CHRISTOPHER GARCIA, CHUMANI
BROWN, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

WILLIAMS LEA, INC., a California
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV04508

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

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

Hearing Date: December 15, 2022
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: February 4, 2020
FAC Filed: July 29, 2022
Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department SSC14 of
2 the Superior Court of the State of California, for the County of Los Angeles, on TBD at TBD for
3 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and
5 Chumani Brown (together "Plaintiffs"), individually and on behalf of all others similarly situated
6 and other aggrieved employees, and Fisher & Phillips LLP appears as counsel for Defendant
7 Williams Lea, Inc. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "EXHIBIT 1" to the Declaration of Ovsanna Takvoryan in Support of Plaintiffs' Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
24 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
25 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
26 further prosecution of the case. It further appears that the Settlement has been reached as the result
27 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees and Costs, Enhancement Payments, PAGA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Aggrieved Employees provided
4 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
5 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
6 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
7 made available to the Class Members and PAGA Aggrieved Employees are fair, adequate, and
8 reasonable when balanced against the probable outcome of further litigation relating to certification,
9 liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the
19 representatives of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former non-exempt or hourly employees of Defendant that worked
23 in California at any time from February 4, 2016, through March 16, 2022.

24 7. The Court provisionally appoints Lawyers for Justice, PC as counsel for the Class
25 ("Class Counsel").

26 8. The Court provisionally appoints Plaintiffs Mireya Torres, Idrees Hollis,
27 Christopher Garcia, and Chumani Brown as the representatives of the Class ("Class
28 Representatives").

1 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
4 the Settlement Administrator with the following information about each Class Member: full name,
5 last known mailing address, last known telephone number (if available), Social Security number, the
6 number of pay periods he or she worked during the Class Period, and the number of pay periods he
7 or she worked during the PAGA Period (collectively referred to as the “Class Data and List”) in
8 conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
11 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
12 Class Notice appears to fully and accurately inform the Class Members of all material elements of
13 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
14 out request, of Class Members’ right to dispute the data provided by Defendant regarding the total
15 number of pay periods worked by Class Members during the Class Period and/or the total number
16 of pay periods worked by PAGA Aggrieved Employees during the PAGA Period, and of each
17 Settlement Class Members’ right and opportunity to object to the Settlement by serving an objection.
18 The Court further finds that distribution of the Class Notice substantially in the manner and form set
19 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
20 Agreement and this Order, meet the requirements of due process and shall constitute due and
21 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
22 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within five (5)
23 business days after receiving the Class Data and List pursuant to the terms set forth in the Settlement
24 Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
27 to be excluded from the Settlement by submitting a timely written Request for Exclusion in
28 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,

1 postmarked on or before the date which is sixty (60) days after the Settlement Administrator initially
2 mails the Class Notice to Class Members ("Response Deadline"), or, in the case of those Class
3 Members who receive a re-mailed Class Notice shall have their Response Deadline extended fifteen
4 (15) days from the original Response Deadline. Any such person who timely and validly chooses
5 to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the
6 Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment
7 thereon. By submitting such a Request for Exclusion, a Class Member shall be deemed to have
8 exercised his or her option to opt out of the Settlement and not be bound by this Agreement, except
9 that in light of the binding nature of a PAGA judgment on non-party employees, Class Members
10 employed during the PAGA Period who exclude themselves from this Settlement shall still be bound
11 by the release of any claims under the California Private Attorneys' General Act that accrued during
12 the PAGA Period and are encompassed within the Released Claims.

13 13. A Final Approval Hearing shall be held before this Court on
14 _____ at _____ a.m./p.m. in
15 Department SSC14 of the Los Angeles County Superior Court, located at 312 North Spring Street,
16 Los Angeles, CA 90012, to determine all necessary matters concerning the Settlement, including:
17 whether the proposed settlement of the action on the terms and conditions provided for in the
18 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
19 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
20 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
21 Members and PAGA Aggrieved Employees; and determine whether to finally approve the requests
22 for the Class Counsel Fees and Costs, Enhancement Payments, and Settlement Administration Costs.

23 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
24 Counsel Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with
25 the appropriate declarations and supporting evidence, including the Settlement Administrator's
26 declaration, by _____, to be heard
27 at the Final Approval Hearing.
28

1 15. To object to the Settlement, a Class Member must return by mail a written statement
2 of objection to the Settlement Administrator at the specified address by the Response Deadline. The
3 objection must be signed and must contain the information that is required, as set forth in the Class
4 Notice, including and not limited to the grounds for the objection.

5 16. The Settlement is not a concession or admission, and shall not be used against
6 Defendant as an admission or indication with respect to any claim of any fault or omission by
7 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
10 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
12 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
13 implementation, interpretation, or enforcement of the Settlement.

14 17. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
17 vacated, and the Parties shall revert back to their respective positions as of before entering into the
18 Settlement Agreement.

19 18. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
21 Members and PAGA Aggrieved Employees, and retains jurisdiction to consider all further
22 applications arising out of or connected with the Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

By: _____
The Honorable Kenneth R. Freeman
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Mireya Torres, et al. v. Williams Lea, Inc.
Superior Court of California for the County of Los Angeles, Case No. 20STCV04508

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of pay periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action and representative Labor Code Private Attorneys General Act of 2004 ("PAGA") settlement has been reached between Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown (together "Plaintiffs") and Defendant Williams Lea, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the class action case entitled *Torres, et al. v. Williams Lea, Inc.*, Los Angeles County Superior Court, Case No. 20STCV04508 (the "Litigation"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt or hourly employees of Defendant that worked in California at any time from February 4, 2016 through March 16, 2022.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 4, 2016 through March 16, 2022.

"PAGA Aggrieved Employee" all current and former non-exempt or hourly employees of Defendant that worked in California at any time from May 12, 2019 through March 16, 2022.

"PAGA Period" means the time period from May 12, 2019 through March 16, 2022.

II. BACKGROUND OF THE LITIGATION

On February 4, 2020, Plaintiff Mireya Torres filed a Class Action Complaint for Damages against Defendant in the Los Angeles County Superior Court, Case No. 20STCV04508 (the "*Torres* Class Action"). On May 12, 2020, Plaintiff Mireya Torres provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated. On July 16, 2020, Plaintiff Mireya Torres filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendant, on behalf of the State of California, as a private attorney general, alleging a single cause of action against Defendant for recovery of civil penalties under the California Private Attorneys General Act ("PAGA"), entitled *Mireya Torres v. Williams Lea, Inc.*, Orange County Superior Court Case No. 30-2020-01149249-CU-OE-CXC (the "*Torres* PAGA Action"). On March 16, 2022, Plaintiffs Idrees Hollis, Christopher Garcia, and Chumani Brown provided written notices to the LWDA and Defendant of the specific provisions of the California Labor Code that they contend were violated. On July 29, 2022, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Torres* Class Action, adding Idrees Hollis, Chumani Brown, and Christopher Garcia as additional named plaintiffs and effectively consolidating all of the claims in the *Torres* Class Action and the *Torres* PAGA Action into one complaint (the "Operative Complaint").

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Litigation or that it violated any law.

After investigation and analysis of the claims, the Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Mireya Torres, Idrees Hollis, Christopher Garcia, and Chumani Brown as representative of the Class ("Class Representatives"), and the following counsel as counsel for the Class ("Class Counsel"):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Ovsanna Takvoryan, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the pay periods credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Litigation have merit or that Defendant has any liability to Plaintiffs or the Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the claims asserted in the Litigation and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Nine Hundred Thousand Dollars and Zero Cents (\$2,900,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$1,015,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) ("Class Counsel Fees and Costs") to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) to each of the Plaintiffs for their services in the Litigation; (3) Settlement Administration Costs in an amount estimated to be Twenty Thousand Dollars (\$20,000.00) to the Settlement Administrator; and (4) the amount of Three Hundred Thousand Dollars (\$300,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Payment"). The PAGA Payment will be distributed 75% (\$225,000.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$75,000.00) ("Net PAGA

Penalties”), shall be distributed to the PAGA Aggrieved Employees.

Class Members are entitled to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount based on the number of pay periods each Class Member worked for Defendant as a non-exempt or hourly paid employee in California during the Class Period (“Individual Settlement Payment”). The Settlement Administrator has divided the Net Settlement Amount by the total number of pay periods worked by Class Members during the Class Period and multiplied that value by the number of pay periods worked by each respective Class Member during the Class Period to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Aggrieved Employees are eligible to receive their *pro rata* share of the Net PAGA Penalties based on the number of pay periods each PAGA Aggrieved Employee worked for Defendant as a non-exempt or hourly paid employee in California during the PAGA Period (“Individual PAGA Payment”). The Settlement Administrator has divided the Net PAGA Penalties by the total number of pay periods worked by PAGA Aggrieved Employees during the PAGA Period and multiplied that value by the number of pay periods worked by each respective PAGA Aggrieved Employee during the PAGA Period to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Class Members and PAGA Aggrieved Employees respectively at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Pay Periods Based on Defendant’s Records

According to Defendant’s records:

From February 4, 2016 through March 16, 2022 (i.e., Class Period), you are credited as having worked [REDACTED] pay periods.

From May 12, 2019 through March 16, 2022 (i.e., PAGA Period), you are credited as having worked [REDACTED] pay periods.

If you wish to dispute the pay periods credited to you, you must submit a written dispute that: (1) contains the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) be signed by you; (3) contain your full name, address, telephone number, last four digits of your Social Security Number; (4) clearly state that you dispute the number of pay periods credited to you and what you contend is the correct number of pay periods that should be credited to you for the Class Period and/or the PAGA Period; (5) include information and/or attach documentation demonstrating that the number of pay periods that you contend should be credited to you are correct; and (6) be submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of pay periods credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the date that Defendant fully funds the Settlement, Plaintiffs, all Settlement Class Members, and PAGA Aggrieved Employees waive, release, and discharge Released Parties of any and all Released Claims.

“Released Claims” means: (a) all claims that were and could have been pled in the Operative Complaint based on facts and allegations made therein for violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802, that accrued during the Class Period; and (b) all claims that were and could have been pled in the Operative Complaint based on facts and allegations made therein for penalties under the California Private Attorneys' General Act predicated on the violation of Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2800 and 2802 and/or the IWC Wage Orders, that accrued during the PAGA Period.

“Released Parties” means Defendant, its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

E. Class Counsel Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$1,015,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Five Thousand Dollars (\$25,000.00) (“Class Counsel Fees and Costs”), subject to approval by the Court. The Class Counsel Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiffs, Class Members, and PAGA Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) each (“Enhancement Payment”), in recognition of their services in connection with the Litigation. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars (\$20,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and pay period disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment and your Individual PAGA Payment (if applicable) unless you decide to exclude yourself from the Settlement (see Section IV.B below).

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims described in Section III.D above.

Class Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) be signed by you; (3) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (4) clearly state that you do not wish to be included in the Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does submit a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Aggrieved Employees will be bound to the Settlement (and the release of any claims under the California Private Attorneys' General Act that accrued during the PAGA Period and are encompassed within the Released Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Litigation (*Torres, et al. v. Williams Lea, Inc.*, Case No. 20STCV04508); (2) contain your full name, signature, address, telephone number, last four digits of your Social Security Number; (3) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Litigation for a fee by making an appointment in advance and visiting the civil clerk's office, located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.