

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Roberto Perez and Jeannette Bello
2. Title of the proposed order:
[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiffs Motion for Preliminary Approval of Class Action Settlement
 - b. Date and time: September 9, 2023 at 1:30 p.m.
 - c. Place: Orange County Superior Court, Dept. CX-103
4. The proposed order was served on the other parties in the case.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
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LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
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Attorneys for Plaintiffs

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

RIGOBERTO PEREZ, individually, and on
behalf of other members of the general public
similarly situated; JEANNETTE BELLO,
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;

Plaintiffs,

v.

AC&A LLC, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2018-01018729-CU-OE-CXC

Honorable Lon F. Hurwitz
Department CX103

CLASS ACTION

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

Date: September 9, 2023
Time: 1:30 p.m.
Department: CX103

Complaint Filed: September 14, 2018
FAC Filed: August 13, 2020
Trial Date: None Set

1 This matter has come before the Honorable Lon F. Hurwitz in Department CX103 of the
2 Superior Court of the State of California, for the County of Orange, on [MPA Date] at [MPA Time]
3 for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice,
4 PC appears as counsel for Plaintiffs Rigoberto Perez and Jeannette Bello ("Plaintiffs"), individually
5 and on behalf of all others similarly situated and other aggrieved employees and Jeffer Mangels
6 Butler & Mitchell LLP appears as counsel for Defendant AC&A Enterprises, LLC ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

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

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

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

26 ///

27 ///

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

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

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

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendant within the State of California at any time during the period from
September 14, 2014 through Preliminary Approval.

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

25 8. The Court provisionally appoints Plaintiffs Rigoberto Perez and Jeannette Bello as
26 the representatives of the Class ("Class Representatives").

27 9. The Court provisionally appoints Phoenix Class Action Administration Solutions
28 ("Phoenix") to handle the administration of the Settlement ("Settlement Administrator").

1 10. Within fifteen (15) calendar days of the date of this Order, Defendant shall provide
2 the Settlement Administrator with the following information about each Class Member: full name,
3 most current mailing address, most current telephone number. Social Security number, the start and
4 end dates of active employment as an hourly and/or non-exempt employee of Defendant in
5 California during the Class Period, and the amount of Class Wages and PAGA Wages during the
6 Class Period and PAGA Period, respectively(collectively referred to as the “Class List”) in
7 conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement (“Notice”) attached hereto as “**EXHIBIT A.**” The Notice shall be provided to Class
10 Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
11 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
12 of Class Members’ right to be excluded from the Settlement by submitting an opt out request, of
13 Class Members’ right to dispute the Class Wages credited to each of them, and of each Participating
14 Class Member’s right and opportunity to object to the Settlement by submitting a written objection.
15 The Court further finds that distribution of the Notice substantially in the manner and form set forth
16 in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
17 Agreement and this Order, meet the requirements of due process and shall constitute due and
18 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
19 Administrator to mail the Notice by First-Class U.S. mail to all Class Members within thirty (30)
20 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Settlement as it relates to the Released Class
23 Claims. Any Class Member may choose to be excluded from the Settlement as it relates to the
24 Released Class Claims by submitting a timely written opt out request in conformity with the
25 requirements set forth in the Notice, to the Settlement Administrator, postmarked no later than the
26 date which is sixty (60) calendar days from the initial mailing of the Notice to Class Members
27 (“Response Deadline”), or, in the case of a re-mailed Notice, the Response Deadline will be the later
28 of either fourteen (14) calendar days from the date of the re-mailing or the original sixty (60)

1 calendar day deadline. Any such person who timely and validly chooses to opt out of, and be
2 excluded from, the Settlement as it relates to the Released Class Claims will not be entitled to any
3 recovery under the Settlement as it relates to the Released Class Claims and will not be bound by
4 the Settlement as it relates to the Released Class Claims or have any right to object, appeal, or
5 comment thereon; however, if the Class Member worked during the PAGA Period, he or she will be
6 a PAGA Member, will still receive an Individual PAGA Payment, and will be bound by the release
7 of Released PAGA Claims, regardless of whether he or she submitted a timely and valid Request
8 for Exclusion. Class Members who have not submitted a timely and valid request to be excluded
9 from the Settlement (i.e., Participating Class Member) shall be bound by the Settlement Agreement
10 and any final judgment based thereon.

11 13. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in
13 Department CX103 of the Orange County Superior Court, located at 700 W Civic Center Dr., Santa
14 Ana, California 92701, to determine all necessary matters concerning the Settlement, including:
15 whether the proposed settlement of the action on the terms and conditions provided for in the
16 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
17 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
18 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
19 Members and PAGA Members; and determine whether to finally approve the requests for the
20 Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Expenses.

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

26 15. To object to the Settlement, a Participating Class Member must mail the Settlement
27 Administrator a written notice of objection on or before the Response Deadline. The objection must
28 be signed and must contain the information that is required, as set forth in the Notice, including and

1 not limited to the grounds for the objection. Participating Class Members may also appear at the
2 Final Approval hearing to submit their objections regardless of whether they submitted a written
3 objection.

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

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

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

22 **IT IS SO ORDERED.**

23
24 Dated: _____

By:

The Honorable LON F. HURWITZ
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Perez v. AC&A LLC.
Orange County Superior Court, Case No. 30-2018-01018729-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

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

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 Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Orange (the "Court" or "Orange County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiffs Rigoberto Perez and Jeannette Bello ("Plaintiffs" or "Class Representatives") and Defendant AC&A Enterprises, LLC ("Defendant"), was granted on [insert date], in the case entitled *Rigoberto Perez et al. v. AC&A LLC*, Orange County Superior Court, Case No. 30-2018-01018729-CU-OE-CXC (the "Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement as it relates to the Released Class Claims (in which case you will not receive a class settlement payment under the Settlement), object to the Settlement, and/or dispute the Class Wages and/or PAGA Wages credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" refers to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Period" means the time period from September 14, 2014 through [Preliminary Approval Date].

"PAGA Members" refers to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from September 14, 2017 through [Preliminary Approval Date].

II. BACKGROUND OF THE ACTION

On or about September 14, 2018, Plaintiff Rigoberto Perez filed a Class Action Complaint for Damages against Defendant AC&A Enterprises, LLC in the Superior Court of California for the County of Orange, Case No. 30-2018-01018729-CU-OE-CXC. The Action alleges a cause of action for violations of the California Labor Code: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); and Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*)

On or about May 7, 2020, Plaintiff Jeannette Bello submitted a Private Attorneys General Act ("PAGA") Letter to the Labor and Workforce Development Agency ("LWDA") seeking civil penalties under PAGA, against AC&A Enterprises, LLC and any and all affiliates, subsidiaries, parents, directors, officers, and employees, on behalf of aggrieved employees in California, for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders ("PAGA Letter").

On or about August 13, 2020, Plaintiffs Rigoberto Perez and Jeannette Bello filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Cal. Labor Code § 2698,

Et Seq. (“Operative Complaint”) adding Plaintiff Jeannette Bello and a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”), on behalf of herself and all other aggrieved employees.

Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys’ fees and costs.

Defendant denies all the allegations in the Action or that they violated any law and contends that at all times they have fully complied with all applicable federal, state, and local laws.

The Parties participated in a full-day mediation session 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 (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Rigoberto Perez and Jeannette Bello as representative of the Class (“Class Representative”), and the following law firm as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Settlement represents a compromise and Settlement of highly disputed claims. The Court has made no decision regarding the merits of Plaintiffs’ allegations or Defendant’s defenses. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to 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 that the Settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Settlement Fund is One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) (the “Settlement Fund”). The portion of the Settlement Fund that is available for payment to Class Members who do not opt out of this Settlement (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Settlement Fund less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount of up to thirty-five percent (35%) of the Settlement Fund (i.e., up to \$612,500.00) and reimbursement of litigation costs and expenses in an amount of up to Fifty-five Thousand Dollars (\$55,000.00) to Class Counsel (collectively, “Attorneys’ Fees and Costs”); (2) enhancement awards in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Rigoberto Perez and Five Thousand Dollars (\$5,000.00) to Plaintiff Jeannette Bello for their services (“Enhancement Awards”); (3) settlement administration expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator (“Settlement Administration Expenses”); and (4) the allocation of Fifty Thousand Dollars (\$50,000.00) to settle all claims under PAGA (“PAGA Payment”), of which 75%, or \$37,500.00, will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25%, or \$12,500.00, (“Employee PAGA Amount”) will be distributed *pro rata* to PAGA Members.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) based on the total gross wages earned by a Class Member during the Class Period for hours worked as an hourly-paid or non-exempt employee for Defendant, which shall exclude payment for vacation, paid time off, paid leave benefits, education pay, and all other non-working time (“Class Wages”). Each PAGA Member’s *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”) will be based on the total gross wages earned by a PAGA Member during the PAGA Period for hours worked as an hourly-paid or non-exempt employee for Defendant, which shall exclude payment for vacation, paid time off, paid leave benefits, education pay, and all other non-working time (“PAGA Wages”).

Each Individual Class Payment will be allocated as twenty percent (20%) to wages (which will be reported on an IRS Form W2), and eighty percent (80%) to interest, penalties, and other non-wage damages (which will be reported on an IRS Form 1099, if applicable). Each Individual Class Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Class Payment. The net payment of each Participating Class Member's Individual Class Payment (after reduction for the employee's share of taxes on the wage portion) is referred to as their "Individual Class Payment." Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on IRS Form-1099 (if applicable) by the Settlement Administrator.

If the Court grants final approval of the Settlement, Defendants will deposit the Settlement Fund sixty days after the Settlement is granted final approval.

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this 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.**

B. Your Pay Periods Based on Defendants' Records

According to Defendant's records:

From September 14, 2014 through [Preliminary Approval Date], your total Class Wages were [REDACTED].

From September 14, 2017 through [Preliminary Approval Date], your total PAGA Wages were [REDACTED].

If you wish to dispute the Class Wages and/or PAGA Wages credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Action (*Rigoberto Perez v. AC&A Enterprises, LLC*, Case No. 30-2018-01018729-CU-OE-CXC); (b) contain your full name, telephone number, and the last four digits of your Social Security Number; (c) clearly state that you dispute the Class Wages and/or PAGA Wages credited to you and what you contend is the correct number(s) to be credited to you; (d) include information and/or attach documentation demonstrating that the Class Wages or PAGA Wages that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Class Payment and Individual PAGA Payment

As explained above, your estimated Individual Class Payment and Individual PAGA Payments are based on the number of Class Wages and PAGA Wages credited to you.

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

Individual Class Payments will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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 Class Payment and Individual PAGA Payment in this Notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, each of the Participating Class Members (including all the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Released Parties for the Released Class Claims, and each PAGA Group Member will be deemed to have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Released Parties for the Released PAGA Claims.

“Released Class Claims” means all causes of action and claims that were alleged in the Action or reasonably could have been alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and/or PAGA Letter, including all of the following claims for relief: (i) failure to pay overtime; (ii) failure to provide meal periods; (iii) failure to provide rest periods; (iv) failure to pay minimum wages and/or overtime pay; (v) failure to pay wages upon termination; (vi) failure to timely pay wages during employment, including failure to properly calculate the regular rate of pay; (vii) failure to provide complete and accurate wage statements; (viii) failure to keep complete and accurate payroll records; (ix) failure to reimburse necessary business-related expenses and costs, including, without limitation, the use of personal telephones for business-related matters, use and purchase of uniforms and other work-appropriate clothing and footwear, and the use and purchase of personal tools and equipment for business-related matters; and (x) violations of the California Business & Professions Code §§ 17200 et seq., all of which are premised on the facts, claims, causes of action, or legal theories described above.

“Released PAGA Claims” means all causes of action and claims that were alleged in the Action or reasonably could have been alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and/or PAGA Letter including for violations of the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq., all of which are premised on the facts, claims, causes of action, or legal theories described above.

“Released Parties” means Defendant and all of its past, present, and future, whether direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Settlement Fund (i.e., up to \$612,500) and reimbursement of litigation costs and expenses in an amount of up to Fifty-Five Thousand Dollars (\$55,000), to be paid from the Settlement Fund, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and 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.

F. Enhancement Awards to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Perez and Five Thousand Dollars (\$5,000) to Plaintiff Bello as Enhancement Awards in recognition of their services in connection with the Action. The Enhancement Awards will be paid from the Settlement Fund subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Class Payment and/or Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Expenses to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) 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, receiving and reviewing requests for exclusion, objections, and/or disputes, if any, submitted by Class Members, calculating Individual Class Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Settlement Fund 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 receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Class Payment unless you decide to exclude yourself from the Settlement as it relates to the Released Class Claims. 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 Parties for the Released Class Claims, as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses. If you qualify as a PAGA Member, you will be bound to the release of Released PAGA Claims and will be issued your Individual PAGA Payment, irrespective of whether you exclude yourself from the Class Settlement.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement as it relates to the Released Class Claims, you may seek exclusion from (or "opt out" of) the Settlement as it relates to the Released Class Claims by submitting a timely, written request for exclusion from the Settlement to the Settlement Administrator at the following address:

[Settlement Administrator]

[Address]

The request for exclusion must: (a) include your full name, address, telephone number, and last four digits of your Social Security number; (b) include the name and case number of the Action (*Rigoberto Perez v. AC&A Enterprises, LLC*, Case No. 30-2018-01018729-CU-OE-CXC); (c) include a clear statement that you wish to be excluded from the Settlement; and (d) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Settlement as it relates to the Released Class Claims will not be entitled to receive an Individual Class Payment from the Settlement, will not be bound by the Settlement as it relates to the Released Class Claims (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Members will receive their share of the 25% share of the PAGA Payment (i.e., Individual PAGA Payment) and will be bound to the Released PAGA Claims, irrespective 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 from the Settlement, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or by orally presenting your objection at the Final Approval Hearing (you may appear at the Final Approval Hearing and make an oral objection without submitting a written objection).

A written Notice of Objection must: (a) contain your full name, address, telephone number, and last four digits of your Social Security number, ; (b) contain the name and case number of Action (*Rigoberto Perez v. AC&A Enterprises, LLC*, Case No. 30-2018-01018729-CU-OE-CXC); (c) contain a clear statement that you object to the Settlement and the specific legal and factual basis for the objection; and (d) be filed or postmarked **no later than** [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a hearing (the "Final Approval Hearing") in Department CX103 of the Orange County Superior Court, Central Justice Center Orange County Courthouse, 751 West Santa Ana Boulevard, Santa Ana, California 92701 on [DATE, at TIME], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and

whether the attorneys' fees and costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Expenses to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator's website; to access it you will need to navigate to the following web URL: [insert]

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 regardless of whether you submitted a Notice of Objection.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, 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 Action free of charge by using the computers located at the Central Justice Center which is located at 700 Civic Center Drive, Santa Ana, California 92701. The documents filed in the Action can also be accessed online at the Orange County Superior Court's website, known as 'Civil Case Access System,' at the following web address: <https://civilwebshopping.occourts.org/Login.do>

After navigating to the Orange County Superior Court's Civil Case Access System website and clicking on 'Accept Terms,' enter Case Number '01018729' in the box provided, then enter the year '2018' in the box provided, click on the 'I'm not a robot' box and follow the instructions, and click 'SEARCH.' Thereafter, you should be able to view documents filed in the case which have been imaged by the Court and information that has been made available by the Court, for free or at a minimal charge. **PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR DEFENDANT'S COUNSEL 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.