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Attorneys for Plaintiff

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

REX TULLIO, 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.

DACM INC. dba DEL AMO
MOTORSPORTS, a California corporation;
TOO FAST, INC., a California corporation;
CALIFORNIA MOTORCYCLE
ASSESSORIES, INC., a California
corporation; DASB, INC., a California
corporation; DAMLA, INC., a California
corporation; and DOES 5 through 100,
inclusive,

Defendants.

Case No.: 30-2020-01147256-CU-OE-CXC

Honorable William Cluster
Department CX104

CLASS ACTION

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

Reservation No.: 73672810
Date: February 4, 2022
Time: 9:00 a.m.
Department: CX104

Complaint Filed: July 8, 2020
FAC Filed: October 6, 2021
Trial Date: None Set

1 This matter has come before the Honorable William Claster in Department CX104 of the
2 Superior Court of the State of California, for the County of Orange, on February 4, 2022 at 9:00 a.m.
3 for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice,
4 PC appears as counsel for Plaintiff Rex Tullio ("Plaintiff"), individually and on behalf of all others
5 similarly situated and other aggrieved employees and Musick, Peeler & Garrett LLP appears as
6 counsel for Defendants DACM, Inc. dba Del Amo Motorsports, Too Fast, Inc., California
7 Motorcycle Assessories, Inc., DASB, Inc., and DAMLA, Inc. ("Defendants").

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 Plaintiff's Motion for
10 Preliminary Approval of Class Action 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 A" to the Declaration of Edwin Aiwazian in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 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 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
6 and preliminarily finds that the monetary settlement awards made available to the Class Members
7 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 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) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
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 Plaintiff in his individual capacity and as the representative
18 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 employed by DACM,
22 Inc. dba Del Amo Motorsports at any time from July 8, 2016 through the date on
23 which the Court enters this Order, including employment with the following entities.

24 DAMS – Orange County, currently located at 2401 Pullman Street, Santa
25 Ana, California 92705, operated by DACM, Inc. dba Del Amo Motorsports;

26 DAMS – Redondo Beach, currently located at 2500 Marine Avenue,
27 Redondo Beach, California 90278, operated by Too Fast, Inc.;

28 DAMS – Long Beach, currently located at 3291 Cherry Avenue, Long Beach,
California 90807, operated by California Motorcycle Assessories, Inc.

1 DAMS – Chula Vista, currently located at 1890 Auto Park Place, Chula
2 Vista, California 91911, operated by DASB, Inc.; and

3 DAMS – Los Angeles, currently located at 15725 Lakewood Boulevard,
4 Paramount, California 90723, operated by DAMLA, Inc.

5 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna
6 Ghosh of Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”).

7 8. The Court provisionally appoints Plaintiff Rex Tullio as the representative of the
8 Class (“Class Representative”).

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

11 10. Within forty-five (45) calendar days of the date on which the Court enters this Order,
12 Defendants will provide to the Settlement Administrator a complete list of all Class Members in a
13 readable Microsoft Office Excel spreadsheet and will include each Class Member’s last known full
14 name, last known mailing address, last known telephone number, name(s) of California Store
15 Location(s) at which the Class Member worked during the Class Period, Social Security Number,
16 and Workweeks (collectively referred to as the “Class Data and List”) in conformity with the
17 Settlement Agreement.

18 11. The Court approves, both as to form and content, the Notice of Class Action
19 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A**”. The Class Notice shall be provided
20 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
21 Class Notice appears to fully and accurately inform the Class Members of all material elements of
22 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a Request
23 for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them, and of
24 each Class Member’s right and opportunity to object to the Settlement by submitting a Notice of
25 Objection to the Settlement Administrator. The Court further finds that distribution of the Class
26 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
27 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
28 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all

1 Class Members within fourteen (14) calendar days after receiving the Class Data and List from
2 Defendants, pursuant to the terms set forth in the Settlement Agreement.

3 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
4 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
5 to be excluded from the Settlement by submitting a Request for Exclusion in conformity with the
6 requirements set forth in the Class Notice, to the Settlement Administrator, by mail, postmarked on
7 or before the date which is sixty (60) calendar days from the initial mailing of the Class Notice to
8 Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response
9 Deadline will be extended by fifteen (15) calendar days. Any such person who timely and validly
10 chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under
11 the Settlement and will not be bound by the Settlement or have any right to object, appeal, or
12 comment thereon. Class Members who have not submitted a valid and timely Request for Exclusion
13 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final
14 judgment based thereon.

15 13. A Final Approval Hearing shall be held before this Court on
16 _____ at _____ a.m./p.m. in
17 Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard,
18 Santa Ana, California 92701, to determine all necessary matters concerning the Settlement,
19 including: whether the proposed settlement of the action on the terms and conditions provided for in
20 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
21 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
22 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
23 Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs,
24 Enhancement Payment, and Settlement Administration Costs.

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

1 at the Final Approval Hearing.

2 15. To object to the Settlement, a Settlement Class Member must submit a Notice of
3 Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline.
4 The Notice of Objection must be signed and must contain all information that is required, as set forth
5 in the Class Notice, including and not limited to the grounds for the objection.

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

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

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

24 **IT IS SO ORDERED.**

25
26 Dated: _____

By: _____

The Honorable William Claster
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rex Tullio v. Del Amo Motorsports, et al.
Orange County Superior Court, Case No. 30-2020-01147256-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' 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.

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

I. YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Rex Tullio ("Plaintiff") and DACM, Inc. dba Del Amo Motorsports, Too Fast, Inc., California Motorcycle Assessories, Inc., DASB, Inc., and DAMLA, Inc. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Rex Tullio v. Del Amo Motorsports, et al.*, Orange County Superior Court, Case No. 30-2020-01147256-CU-OE-CXC ("Action"), 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 hourly-paid or non-exempt employees employed by DACM, Inc. dba Del Amo Motorsports at any time during the Class Period, including employment with the following entities.

- DAMS – Orange County, currently located at 2401 Pullman Street, Santa Ana, California 92705, operated by DACM, Inc. dba Del Amo Motorsports;
- DAMS – Redondo Beach, currently located at 2500 Marine Avenue, Redondo Beach, California 90278, operated by Too Fast, Inc;
- DAMS – Long Beach, currently located at 3291 Cherry Avenue, Long Beach, California 90807, operated by California Motorcycle Assessories, Inc.;
- DAMS – Chula Vista, currently located at 1890 Auto Park Place, Chula Vista, California 91911, operated by DASB, Inc.; and
- DAMS - Los Angeles, currently located at 15725 Lakewood Boulevard, Paramount, California 90723, operated by DAMLA, Inc.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 8, 2016 through [date of Preliminary Approval].

BACKGROUND OF THE LAWSUIT

On July 8, 2020, Plaintiff commenced the Action. On October 6, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"). By way of the Action, Plaintiff alleges putative wage-and-hour causes of action on behalf current and former hourly-paid or non-exempt employees who worked for Defendants in California at any of the California Store Locations (i.e., those store locations listed above in Section I in the definition of the Class are referred to as "California Store Locations").

Plaintiff alleges that Defendants violated the California Labor Code by failing 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 accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq.

("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

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 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"), Plaintiff Rex Tullio as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
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 do not need to 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 Workweeks credited to you, if you so choose, as explained more fully in Section III 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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or to Class Members. Plaintiff and Defendants, 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 Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

SUMMARY OF THE PROPOSED SETTLEMENT

Settlement Formula

The total gross settlement amount is Three Million Two Hundred Thousand (\$3,200,000) (the "Total Settlement Amount"). The portion of the Total 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 Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed 33.33% of the Total Settlement Amount (i.e., \$1,066,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for his services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of Three Hundred Sixty Thousand Dollars (\$360,000) for its 75% portion of the PAGA Allocation ("LWDA Payment"); (4) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator.

Note: A total of Four Hundred Eighty Thousand Dollars (\$480,000) from the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Allocation"), of which the LWDA will be paid 75% (i.e., Three Hundred Sixty Thousand Dollars (\$360,000)) and the remaining 25% (i.e., One Hundred Twenty Thousand Dollars (\$120,000)) will be a part of the Net Settlement Amount for distribution to Settlement Class Members. Also, the Net Settlement Amount is inclusive of employee's and Employer's share of taxes and withholdings with respect to the wages portion of the Settlement. Additionally, the Total Settlement Amount may increase if it is determined that the Workweeks for the period July 8, 2016 through March 24, 2021 exceed 45,442.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have been employed as an hourly-paid or non-exempt employee by DACM, Inc. dba Del Amo Motorsports during the Class Period at California Store Locations (“Workweeks”). Any Monday to Sunday period in the Class Period in which the Class Member performed any work is a Workweek. For additional information regarding how Workweeks were calculated, please see the Settlement Agreement.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share 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 valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as ten percent (10%) wages which will be reported on an IRS Form W2 and ninety percent (90%) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s and Employer’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class 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 you receive any payment that you may be entitled to under the Settlement.**

Your Workweeks Based on Defendant’s Records

According to Defendant’s records: You have been credited with [REDACTED] Workweeks during the entire Class Period. You have been credited with [REDACTED] Workweeks during the period July 8, 2016 to March 24, 2021 and [REDACTED] Workweeks during the period March 25, 2021 to [date of Preliminary Approval].

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) state that you dispute the number of Workweeks credited to you and what you contend is the correct number that should be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s and Employer’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

“Released Claims” means any and all claims arising from any of the facts alleged in the Operative Complaint, arising during the period July 8, 2016 to Final Approval, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to properly pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to properly pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq., and civil penalties pursuant to California Labor Code § 2698, et seq. (“PAGA”), and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, Industrial Welfare Commission Wage Orders, or any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged.

“Released Parties” means Defendants, their present and former parent companies, affiliates, subsidiaries, divisions, successors and assigns, and their respective shareholders, predecessors, insurers, current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their trustees, administrators, fiduciaries and insurers.

Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-three and one-third percent (33.33%) of the Total Settlement Amount (i.e., an amount of up to \$1,066,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000)(collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff 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.

Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000) (“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, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

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 unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grant final approval of the Settlement, and you will release the claims 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.

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”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you; (c) state your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement indicating that you do not wish to be included in the Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described 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 valid and timely 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 the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement.

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 (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) state the case name and number of the Action; (b) state your full name, signature, address, and telephone number; (c) state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX104 of the Orange County Superior Court, located at 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. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing. Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find the Court’s most current COVID-19 guidelines online at: [https:// https://www.occourts.org/](https://www.occourts.org/)

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 other court records in the Action for a fee by visiting the Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours.

Please note, due to COVID-19, there may be limitations on physical access to Court facilities and records. You can find the Court’s most current COVID-19 guidelines online at: <https://www.occourts.org/>

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.