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10
11 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF STANISLAUS**

14 JOCELYN MATUS, an individual, on behalf of
15 herself, the State of California, as a private
16 attorney general, and on behalf of all others
similarly situated,

17
18 Plaintiff,

19 v.

20 FLORY INDUSTRIES, a California
21 Corporation; and DOES 1 TO 50,

22 Defendants.
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Electronically Filed
2/23/2022
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Narely Garcia, Deputy

Case Number: CV-20-003117

~~[Proposed]~~ **Order Granting Preliminary
Approval of Class Action Settlement**

Date: February 10, 2022
Time: 8:30 AM
Dept.: 23
Judge: Hon. John D. Freeland

[PROPOSED] ORDER

This matter having come for hearing on February 10, 2022, at 8:30 AM, regarding Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion") on the terms set forth in the parties' Settlement Agreement and Release of Class Action (the "Settlement") attached as **Exhibit A** to the concurrently filed Declaration of Jonathan Melmed in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Having considered the Settlement, all papers and proceedings held herein, and having reviewed the entire record in this action, the Court hereby finds and orders:

1. The Court grants Plaintiffs leave file the overlength brief attached to the Motion.

2. The Court grants preliminary approval of the Settlement and the "Settlement Class" (as that term is defined in the Motion) based upon the terms set forth in the Settlement. All terms used herein shall have the same meaning as defined in the Motion. The resolution set forth in the Settlement appears to be fair, adequate, and reasonable to the Settlement Class.

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

4. A final fairness hearing on the question of whether the proposed Settlement, the attorneys' fees and costs to Plaintiff's counsel, and Plaintiff's enhancement award should be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in Department 23 on the date and time set forth in the implementation schedule below.

5. This Court approves, as to form and content, the Notice of Proposed Class Action Settlement ("Class Notice") and Class Action Settlement Share Form ("Share Form") to be distributed to the Class Members pursuant to the Settlement in substantially the same form as is attached hereto as **Exhibit 1** and **Exhibit 2**, respectively. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to the Settlement as set forth in the Settlement.

6. The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the implementation schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the implementation schedule,

1 meet the requirements of due process and constitute the best notice practicable under the circumstances
2 and due and sufficient notice to all persons entitled thereto.

3 7. The Court preliminarily certifies the Class, as defined in the Motion, for settlement
4 purposes.

5 8. The Court confirms Plaintiff Jocelyn Matus (“Plaintiff” or “Class Representative”) as
6 class representative.

7 9. The court confirms Jonathan Melmed and Kyle D. Smith of Melmed Law Group P.C.
8 and Martin Sullivan of Sullivan Employment Law PC as class counsel.

9 10. The court appoints ILYM Group, Inc. as the settlement administrator.

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

16 12. The Court orders the following Implementation Schedule for further proceedings:
17

18	a.	Deadline for Defendants to Submit Class List to the Settlement Administrator	February 24, 2022
19	b.	Deadline for Settlement Administrator to Mail Notice Packets to all Class Members	March 29, 2022
20	c.	Deadline for Class Members to Postmark Share Forms with Challenges	May 13, 2022
21	d.	Deadline for Class Members to Postmark Requests for Exclusion	May 13, 2022
22	e.	Deadline for Class Members to Submit Any Objections to Settlement	May 13, 2022
23	f.	Deadline for Settlement Administrator to Provide Class Counsel with Declaration of Due Diligence	August 1, 2022
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f	Final Approval and Fairness Hearing	August 10, 2022, at 8:30 a.m.
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13. If any of the dates in this implementation schedule fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

IT IS SO ORDERED.

Dated: 2/23/2022


 Hon. John D. Freeland
 Judge of the Superior Court, County of Stanislaus

EXHIBIT 1

Notice of Proposed Class Action Settlement

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3 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
4 **FOR THE COUNTY OF STANISLAUS**

5 JOCELYN MATUS, an individual, on behalf of
6 herself, the State of California, as a private
7 attorney general, and on behalf of all others
8 similarly situated,

9 Plaintiff,

10 v.

11 FLORY INDUSTRIES, a California
12 Corporation; and DOES 1 TO 50,

13 Defendants.
14

Case Number: CV-20-003117

Notice of Proposed Class Action Settlement

15 *A court authorized this notice. This is not a solicitation from a lawyer.*
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1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 *You may be eligible to receive a settlement payment. Please read this notice carefully.*

3 A proposed class action settlement agreement (the “Settlement”) has been reached between:
4 **(1)** Plaintiff Jocelyn Matus (“Plaintiff”), individually and in her representative capacity on behalf of a
5 group of prospective class members defined below, and as a private attorney general on behalf of the
6 State of California; and **(2)** Defendant Flory Industries (“Defendant”). The Settlement resolves
7 disputed claims against Defendant arising out of its compensation practices during the period from July
8 21, 2016, through August 31, 2021 (the “Class Period”) as applied to all individuals who are or were
9 employed by Defendant as hourly, non-exempt employees in California during the period from July
10 21, 2016, to August 31, 2021 (“Class Members”).

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

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

18 **1. DESCRIPTION OF THE LAWSUIT**

19 On July 21, 2020, Plaintiff, individually and in her representative capacity on behalf of the
20 Class Members, and as a private attorney general on behalf of the State of California, filed a complaint
21 against Defendant in the Superior Court of California for the County of Stanislaus in the matter of
22 ***Jocelyn Matus v. Flory Industries***, case number **CV-20-003117** (the “Action”). The Action sought
23 recovery for Defendant’s alleged: **(1)** failure to provide compliant rest periods and pay missed rest
24 break premiums; **(2)** failure to provide compliant meal periods and pay missed meal period premiums;
25 **(3)** failure to pay proper overtime wages; **(4)** failure to provide complete and accurate wage statements;
26 **(5)** failure to pay all wages due and owing at separation; **(6)** failure to pay timely wages during
27 employment; **(7)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing
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1 in violation of California’s Unfair Competition Law; and **(8)** statutory penalties based on the foregoing
2 pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

3 **Defendant denies all liability, denies all allegations in the Action, and has raised various**
4 **defenses to the claims.** Defendant asserts that it fully complied with all applicable wage and hour laws,
5 and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action
6 is suitable for class certification. Defendant has entered into the Settlement solely for purposes of
7 resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to
8 any wrongdoing or liability.

9 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing
10 this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or
11 whether the claims are suitable for class certification. To avoid the additional expense, inconvenience,
12 and risk of continued litigation, however, Plaintiff and Defendant (the “Parties”) have concluded that
13 it is in their respective best interests and the interests of the Class Members to settle the Action on the
14 terms summarized in this notice. The Settlement was reached after Defendant provided extensive
15 information and documents to Plaintiff’s counsel, and after lengthy arms-length non-collusive
16 negotiations between the Parties, including mediation with an experienced and well-respected mediator
17 in California. In these negotiations, both sides recognized the substantial risk of the Court deciding
18 against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to
19 resolve the disputed claims.

20 Plaintiff and Plaintiff’s counsel—Jonathan Melmed and Kyle Smith of Melmed Law Group
21 P.C. and Martin Sullivan of Sullivan Employment Law PC (“Class Counsel”)—support the Settlement.
22 Among the reasons for support are the defenses to liability potentially available to Defendant, the risk
23 of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties
24 associated with litigation. Plaintiff and Class Counsel believe that the settlement described in this notice
25 is fair, adequate, reasonable, and in the best interests of Plaintiff and the Class Members.

26 Under the Settlement, the following settlement class will be certified under California law: *all*
27 *individuals who are or were employed by Defendant as hourly, non-exempt employees in California*
28 *during the period from July 21, 2016, to August 31, 2021.* The “Class Period” is defined as the period

1 from July 21, 2016, through August 31, 2021. The Settlement provides for a gross settlement amount
2 of \$925,000.00, a share of which is to be distributed to the Class Members based on the pro rata number
3 of weeks worked by the Class Members during the Class Period as a proportion of all weeks worked
4 by all Class Members. In exchange for their share of the settlement amount, all participating Class
5 Members will be deemed to have released Defendant from liability on the terms described in this notice.

6 On February 10, 2022, the Court preliminarily approved the Settlement and conditionally
7 certified the settlement class. This notice is being sent to you because Defendant's records indicate that
8 you worked for Defendant during the Class Period and that you meet the definition required to be
9 treated as a Class Member.

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

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

15 **3. TERMS OF THE SETTLEMENT**

16 Defendant has agreed to pay \$925,000.00 (the "Gross Settlement Amount") to resolve the
17 claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 18 1. **Settlement Administration Costs.** The Court has approved ILYM Group, Inc. to act
19 as the "Settlement Administrator," who is sending this notice to you and will perform
20 many other duties relating to the Settlement. Under the Settlement, up to \$25,000.00
21 will be paid from the Gross Settlement Amount to pay the Settlement Administration
22 Costs.
- 23 2. **Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Action on
24 behalf of the Class Members on a contingency fee basis (that is, without being paid any
25 money to date) and have been paying all litigation costs and expenses. To date, the
26 Parties have aggressively litigated many aspects of the case including investigation,
27 settlement efforts, and a full-day mediation session. The Court will determine the actual
28 amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross

1 Settlement Amount. Class Members are not personally responsible for any of Class
2 Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third of
3 the Gross Settlement Amount (i.e., \$308,333.33) as reasonable compensation for the
4 work Class Counsel performed and will continue to perform in the Action. Class
5 Counsel also will ask for reimbursement of up to \$18,000.00 for the costs Class Counsel
6 incurred in connection with the Action.

7 3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide
8 a service payment to Plaintiff in the amount of \$10,000.00 for Jocelyn Matus to
9 compensate her for her efforts on behalf of the Class Members in the Action, including
10 assisting in the investigation and consulting with Class Counsel and providing crucial
11 documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a
12 Class Member.

13 4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement
14 of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment
15 is to be approved by the Court pursuant to Labor Code section 2699 and is to be
16 distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and
17 twenty-five percent (25%) (i.e., \$5,000.00) to the individuals who come within the
18 definition of an "aggrieved employee" for the purposes of the Settlement (i.e., all
19 individuals who are or were employed by Defendant as hourly, non-exempt employees
20 in California during the period from July 21, 2019, to August 31, 2021). The "PAGA
21 Period" is defined for these purposes to mean the period from July 21, 2019, through
22 August 31, 2021.

23 After deducting the amounts above, the balance of the settlement amount will form the "Net
24 Settlement Amount" for distribution to the Class Members.

25 4. **DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS**

26 Each eligible Class Member who does not request exclusion from the Settlement will be deemed
27 a "Class Participant" and will receive a share from the Net Settlement Amount which will be distributed
28 pro rata based on the proportional number of weeks worked by each Class Member during the Class

1 Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the
2 Settlement, his or her share will be distributed to the remaining Class Participants.

3 Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the
4 form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him
5 or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and
6 interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

7 Defendant, or its proxies, shall take all usual and customary deductions from the Individual
8 Settlement Amount payments that are distributed as wages, including, but not limited to, state and
9 federal tax withholding, disability premiums, and unemployment insurance premiums. There will be
10 no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form
11 1099 as income. Class Participants are responsible for the proper income tax treatment of their
12 Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class
13 Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors
14 concerning the tax consequences and treatment of payments they receive under the Settlement.

15 The workweeks you worked for Defendant during the Class Period will be calculated based on
16 Defendant’s records. If you feel that you were not credited with the correct number of workweeks
17 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before
18 **May 13, 2022**, with documentation to establish the number of workweeks you claim to have actually
19 worked during the Class Period. **Documentation sent to the Settlement Administrator will not be**
20 **returned or preserved, so do *not* send originals.** The Parties and the Settlement Administrator will
21 promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be
22 credited. The Settlement Administrator will make the final decision as to how many weeks are credited
23 and report the outcome to the Class Participant. If you are unsatisfied with the decision, you may submit
24 an objection, which is explained below.

25 Settlement checks will be mailed to all Class Participants after the Court grants final approval
26 of the Settlement and judgment is entered.

1 **5. THE RELEASE OF CLAIMS**

2 If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind
3 all Class Participants. The Class Participants will then be barred from bringing any “Released Claims”
4 against the “Released Parties” as those terms are defined below.

5 The “Released Parties” are Defendant Flory Industries and all of Defendant’s subsidiaries,
6 affiliates, shareholders, members, agents, predecessors, successors, and assigns.

7 The “Released Claims” are those claims arising out of or related to the allegations set forth in
8 the Action and/or the PAGA notice to the California Labor & Workforce Development Agency, which
9 arose during the Class Period, including claims for: **(1)** failure to provide compliant rest periods and
10 pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage
11 Orders; **(2)** failure to provide compliant meal periods and pay missed meal period premiums in
12 violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; **(3)** failure to pay
13 proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable
14 Wage Orders; **(4)** failure to provide complete and accurate wage statements in violation of Labor Code
15 sections 226 and 226.3; **(5)** failure to pay all wages due and owing at separation in violation of Labor
16 Code sections 201, 202, and 203; **(6)** failure to pay timely wages during employment in violation of
17 Labor Code sections 204, 210; **(7)** deceptive, fraudulent, or otherwise unlawful business practices
18 based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§
19 17200–17210); **(8)** statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-
20 2699.6); and **(9)** all claims for liquidated damages, penalties, interest, fees, costs based on the
21 foregoing. The Release Period is the Class Period. No other claims are released other than those claims
22 specifically plead in the operative complaint in the Action.

23 The Settlement does *not* release Defendant or any person, party, or entity from claims, if any,
24 by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor
25 does it release any claims, actions, or causes of action which may be possessed by Class Members
26 under state or federal discrimination statutes, including, without limitation, the California Fair
27 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,
28 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);

1 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
2 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
3 interpretive guidelines.

4 Class Members who do not request exclusion from the Settlement will be deemed to have
5 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that
6 the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be
7 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable
8 to the Settlement payments. That section provides in pertinent part as follows:

9 “An employer shall not require the execution of a release of a claim or right on account
10 of wages due, or to become due, or made as an advance on wages to be earned, unless
11 payment of those wages has been made.”
12

13 **6. YOUR OPTIONS**

14 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

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

21 **6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

22 If you do *not* wish to take part in the class action portion of the Settlement (the “Class
23 Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement
24 Administrator a letter or card postmarked no later than May 13, 2022, that specifically requests
25 exclusion from the Class Settlement in this case. The request for exclusion must include your name,
26 address, telephone number, and signature, and it should state:
27
28

1 “I wish to be excluded from the settlement class in the case of *Jocelyn Matus v. Flory*
2 *Industries*. I understand that if I ask to be excluded from the settlement class, I will not
3 receive any money from the settlement of this lawsuit and will not be releasing any
4 claims I might have.”

5 Send the request for exclusion directly to the Settlement Administrator at the following address
6 **by no later than May 13, 2022:**

7 ILYM Group, Inc.
8 14751 Plaza Drive, Suite J
9 Tustin, California 92780

10 Any person who submits a timely request for exclusion from the Class Settlement shall, upon
11 receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and
12 shall receive no benefits from the class action portion of the Settlement. If you want confirmation of
13 receipt of your request for exclusion, please send it by United States certified mail, return receipt
14 requested, or contact the Settlement Administrator.

15 **Importantly**, Class Members who timely and validly request exclusion from the Class
16 Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from
17 the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the
18 Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class
19 Settlement you will still be entitled to your share, if any, of the PAGA Payment.

20 **6.3. OBJECT TO THE SETTLEMENT**

21 You have the right to object to the terms of the Settlement if you do not request exclusion. If,
22 however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you
23 wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator
24 and the Court a written objection stating your name, address, telephone number, dates of employment
25 with Defendant, the case name and number, each specific reason in support of your objection, and any
26 legal support for each objection. Objections in writing must be mailed to the Settlement
27 Administrator—ILYM Group, Inc., 14751 Plaza Drive, Suite J, Tustin, California 92780—by no later
28

1 than **May 13, 2022**, to be considered. **Objections that do not include all required information, or**
2 **that are not timely submitted, might not be considered by the court.**

3 If you choose to object to the Settlement, you may also appear to speak at the final approval
4 and fairness hearing scheduled for August 10, 2022, at 8:30 a.m. in Department 23 of the Superior
5 Court of California for the County of Stanislaus, located at 801 Tenth Street, Fourth Floor, Modesto,
6 California 95354. You have the right to appear either in person or through your own attorney at this
7 hearing.

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

12 The Court may, at the time of the final approval and fairness hearing, have certain social
13 distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement
14 by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose
15 information is provided below, for more information about the Court's current social distancing
16 procedures. You may also review the Court's website for the most current information.

17 **7. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

18 If you move after receiving this notice or if it was misaddressed, please contact the Settlement
19 Administrator, ILYM Group, Inc., at **(888) 250-6810** or by email at
20 **claims@ilymgroupclassaction.com**, as soon as possible. **This is important to ensure that future**
21 **notices and/or the Settlement payment reach you.**

22 **8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

23 Within ten (10) days after the Court has held a final and fairness approval hearing and entered
24 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a
25 copy of that order and final judgment on its website at the following website address:

26 **[Case-Specific Settlement URL (to be added by Settlement Administrator)]**
27
28

1 **9. IF THE SETTLEMENT IS NOT APPROVED**

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

8 **10. QUESTIONS OR COMMENTS**

9 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about
10 the settlement, you may contact the Settlement Administrator at: **(888) 250-6810** or by e-mail at
11 **claims@ilymgroupclassaction.com**. You may also contact Class Counsel at the addresses or phone
12 numbers listed below.

13
14 **Lawyers Representing Plaintiff and the Class Members**

15 **MELMED LAW GROUP P.C.**

16 Jonathan Melmed
17 jm@melmedlaw.com
18 Kyle D. Smith
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20 1801 Century Park East, Suite 850
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24 **SULLIVAN EMPLOYMENT LAW PC**

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Phone: (323) 645-5470

EXHIBIT 2

Class Action Settlement Share Form

CLASS ACTION SETTLEMENT SHARE FORM

Jocelyn Matus v. Flory Industries

Case Number CV-20-003117

Superior Court of California for the County of Stanislaus

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant Flory Industries (“Defendant”) arising out of its compensation practices during the period from July 21, 2016, through August 31, 2021 (the “Class Period”) as applied to all individuals who are or were employed by Defendant as hourly, non-exempt employees in California during the period from July 21, 2016, to August 31, 2021 (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED],** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **May 13, 2022** at:

ILYM Group, Inc.
claims@ilymgrouppclassaction.com
(888) 250-6810
14751 Plaza Drive, Suite J
Tustin, California 92780

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **May 13, 2022**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.