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Attorneys for Plaintiffs Jose Saldana and Thomas Johns

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

JOSE SALDANA, individually, and on behalf
of other members of the general public
similarly situated; THOMAS JOHNS,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

INTERNATIONAL E-Z UP INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: RIC1902873

Honorable Craig G. Riemer
Department 1

CLASS ACTION

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

Reservation No.	RES247987
Date:	August 4, 2021
Time:	8:30 a.m.
Dept:	1

Complaint Filed:	May 10, 2019
Trial Date:	None Set

1 This matter has come before the Honorable Craig G. Riemer in Department 1 of the Superior
2 Court of the State of California, for the County of Riverside, on August 4, 2021 at 8:30 a.m. for
3 Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement with Lawyers *for*
4 Justice, PC appearing as counsel for Plaintiff Jose Saldana and Proposed Plaintiff Thomas Johns
5 (together, "Plaintiffs"), as individuals and on behalf of all others similarly situated and other
6 aggrieved employees, and CDF Labor Law LLP appearing as counsel for Defendant International
7 E-Z Up, Inc. ("Defendant"). The Court, having carefully considered the papers, argument of
8 counsel, and all matters presented to the Court, and good cause appearing, hereby GRANTS
9 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the First Amended Joint Stipulation of Class and
12 PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached
13 as "Exhibit 1" to the Declaration of Edwin Aiwarzian in Support of Plaintiffs' Renewed Motion for
14 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
15 the Settlement falls within 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 terms defined therein shall have the same meaning in this Order as set forth in the Settlement
18 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
22 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
23 substantial additional costs by all parties, as well as avoid the delay and risks that would be
24 presented by the further prosecution of the Action. It further appears that the Settlement has been
25 reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was
26 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, Litigation Costs, Enhancement Awards, PAGA Settlement Amount (to be paid to
3 the Labor and Workforce Development Agency and Aggrieved Employees), Settlement
4 Administration Costs, and payments to the Settlement Class Members provided thereby, appear to
5 be within the range of reasonableness of a settlement that could ultimately be given final approval
6 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part
7 of the Settlement and preliminarily finds that the monetary settlement awards made available to the
8 Class Members are fair, adequate, and reasonable when balanced against the probable outcome of
9 further litigation relating to liability, representative adjudication, certification, and damages issues.

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

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

22 All hourly-paid or non-exempt employees who worked for Defendant within the
23 State of California at any time during the time period from May 10, 2015 until May
24 8, 2020.

24 7. The Court provisionally appoints Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and
25 Joanna Ghosh, Esq. of Lawyers *for* Justice, PC as Class Counsel.

26 8. The Court provisionally appoints Plaintiffs Jose Saldana and Thomas Johns as the
27 Class Representatives.
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1 9. The Court provisionally appoints Simpluris, Inc. as the Settlement Administrator.
2 Simpluris will be responsible for receiving the Class List, updating Class Members' addresses using
3 the United States Postal Service's NCOALink system, having the Class Notice, Exclusion Form,
4 and Objection Form (together, the "Notice Packet") translated into Spanish, mailing the Notice
5 Packet to the Class, receiving and processing Opt-Out Requests, Objections, and Workweek
6 Challenges, receiving and re-mailing returned Notice Packets, receiving, maintaining, and
7 distributing the Gross Settlement Fund, and transmitting uncashed checks pursuant to the
8 Settlement.

9 10. Within ten (10) calendar days of this Order, Defendant shall provide the Settlement
10 Administrator with the Class List, in conformity with the Settlement Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action
12 Settlement ("Class Notice") attached hereto as "**EXHIBIT 1.**" The Class Notice shall be provided
13 to Class Members in the manner set forth in the Settlement Agreement and shall be accompanied
14 by the Exclusion Form, attached hereto as "**EXHIBIT 2,**" and Objection Form, attached hereto as
15 "**EXHIBIT 3**" (together, the Class Notice, Exclusion Form, and Objection Form are referred to as
16 the "Notice Packet") The Court finds that the Class Notice appears to fully and accurately inform
17 the Class Members of all material elements of the Settlement, of the Class Members' right to be
18 excluded from the Class Settlement by submitting an Opt-Out Request, of the Class Members' right
19 to dispute the Workweeks credited to them by submitting a Workweek Challenge, and of each
20 Settlement Class Member's right and opportunity to object to the Class Settlement by submitting
21 an Objection. The Court further finds that distribution of the Notice Packet substantially in the
22 manner and form set forth in the Settlement and this Order, and that all other dates set forth in the
23 Settlement and this Order, meet the requirements of due process and shall constitute due and
24 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
25 Administrator to mail the Notice Packet by first-class United States mail to all Class Members
26 within ten (10) calendar days of receipt of the Class List, pursuant to the terms set forth in the
27 Settlement.
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1 12. The Court approves, both as to form and content, the Exclusion Form attached
2 hereto as “**EXHIBIT 2.**” The Court hereby preliminarily approves the proposed procedure, set
3 forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class
4 Member may choose to be excluded from the Class Settlement by completing and submitting a
5 timely Exclusion Form or written request to be excluded from the Class Settlement (“Opt-Out
6 Request”) in conformity with the requirements set forth in the Settlement Agreement and Class
7 Notice, to the Settlement Administrator, postmarked or fax-stamped on or before the date that is
8 forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement
9 Administrator (“Response Deadline”). In the case of a re-mailed Notice Packet, the Response
10 Deadline shall be extended by fifteen (15) calendar days. Any such person who chooses to opt out
11 of, and be excluded from, the Class Settlement will not be entitled to an Individual Settlement
12 Payment, will not be bound by the settlement and release of Released Class Claims, and will not
13 have any right to object, appeal, or comment thereon. Class Members who worked for Defendant
14 during the time period from May 10, 2018 to May 8, 2020 (“Aggrieved Employees”) and who
15 submit a valid and timely Opt-Out Request will nevertheless remain bound by the settlement and
16 release of Released PAGA Claims. Class Members who have not submitted a timely and valid
17 Opt-Out Request (“Settlement Class Members”) shall be bound by the Settlement Agreement and
18 any final judgment based thereon.

19 13. The Court approves, both as to form and content, the Objection Form attached
20 hereto as “**EXHIBIT 3.**” To object to the Settlement, a Class Member must either complete and
21 submit a valid and timely Objection Form or written objection to the Settlement (collectively,
22 “Objection”) in conformity with the Settlement Agreement and Class Notice, to the Settlement
23 Administrator, by mail or facsimile, postmarked or fax-stamped on or before the Response
24 Deadline, or, the Settlement Class Member must appear at the Final Approval Hearing and make
25 an oral objection. A written or form Objection must be signed and must contain the information
26 that is required, as set forth in the Class Notice, including and not limited to the grounds for the
27 objection.
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14. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./ p.m. in Department 1 of the Superior Court of California, for the County of Riverside County, Riverside Historic Courthouse located at 4050 Main Street, Riverside, California 92501, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and whether to finally approve the requests for Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees, Litigation Costs, Enhancement Awards, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration which shall authenticate and attach a copy of every Opt-Out Request and Objection received by the Settlement Administrator, by _____, to be heard at the Final Approval Hearing.

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

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,

1 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
2 vacated, and the Parties shall revert back to their respective positions as of before entering into the
3 Settlement Agreement.

4 18. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
6 Members. However, the Settlement Administrator shall give notice to any objecting party of any
7 continuance of the Final Approval Hearing. The Court retains jurisdiction to consider all further
8 applications arising out of or connected with the Settlement.

9 **IT IS SO ORDERED.**

10 Date: _____

11 By: _____
12 The Honorable Craig G. Riemer
13 Judge of the Superior Court
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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Jose Saldana v. International E-Z Up, Inc.
Superior Court of California for the County of Riverside, Case No. RIC1902873

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 and PAGA representative 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 class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and PAGA representative action settlement has been reached between Plaintiffs Jose Saldana and Thomas Johns ("Plaintiffs") and Defendant International E-Z Up Inc. ("Defendant") (Plaintiffs and Defendant together are referred to as the "Parties") in the case entitled *Jose Saldana v. International E-Z Up Inc.*, Riverside County Superior Court, Case No. RIC1902873 (the "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 hourly-paid employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from May 10, 2015 until May 8, 2020.

"Class Settlement" means the settlement of claims that do not arise under the Private Attorneys General Act of 2004, California Labor Code section 2698.

"Aggrieved Employees" means Plaintiffs and Class Members who worked for Defendant within the PAGA Period.

"PAGA Period" means the time period from May 10, 2018 until May 8, 2020.

"PAGA Settlement" means the settlement of claims arising under the Private Attorneys General Act of 2004, California Labor Code section 2698.

II. BACKGROUND OF THE ACTION

On May 10, 2019, Plaintiff Saldana started the Action by filing the Class Action Complaint for Damages in the Riverside County Superior Court. On March 25, 2021, Plaintiffs filed the First Amended Complaint ("Operative Complaint"). Plaintiffs claim that Defendant failed to properly pay overtime wages, provide compliant meal and rest breaks and associated premiums, properly pay minimum wages, timely pay wages upon termination and during employment and associated penalties, provide accurate wage statements, keep required payroll records, and reimburse business expenses, and thereby engaged in unfair business practices, and assert that Defendant owes penalties under the California Private Attorneys General Act of 2004, California Labor Code section 2698. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, recovery of loss, damage, or injury, penalties, interest, and attorneys' fees and costs.

Defendant denies all of Plaintiffs' claims in the Action and denies that it violated any law. Defendant asserts that at all

times it has complied with federal, state, and local laws.

The Parties participated in negotiations to try to resolve their dispute with a third-party neutral mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Joint Stipulation of Class and PAGA Settlement and Release, which is an agreement setting forth the terms of the settlement of Plaintiffs' claims in the Action ("Settlement," "Agreement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs as representatives of the Class ("Class Representatives"), and the following 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

Attorneys for International E-Z Up Inc. are:

Brent M. Giddens
Ashley A. Halberda
Brian E. Cole II
CDF Labor Law LLP
18300 Von Karman Ave., Suite 800
Irvine, California 92612
Telephone: (949) 622-1661

The Settlement represents a compromise and settlement of highly disputed claims. Defendant does not admit that the claims in the Action have any merit or that Defendant owes anything 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 continuing the lawsuit, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable; a final determination of whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. The Court has made no ruling on the merits of the claims. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the Parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk that the Court will not allow the case to proceed as a class action, the risks associated with winning at trial, and the delays and uncertainties associated with an ongoing lawsuit.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his/her decision to either participate or not participate in the Settlement.

III. SUMMARY OF THE SETTLEMENT

A. Settlement Formula

The total settlement amount is Nine Hundred and Fifty Thousand Dollars (\$950,000) (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 minus the following payments which are subject to approval by the Court: (1) Attorneys' Fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (that is, Three Hundred Thirty-Two Five Hundred Dollars (\$332,500)); (2) Lawsuit Costs, for reimbursement of actual costs and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000) to Class Counsel;

(3) Enhancement Awards in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Saldana and in an amount not to exceed Five Thousand Dollars (\$5,000) to Plaintiff Johns for their services in the Action; (4) PAGA Settlement Amount in the amount of Seventy-Five Thousand Dollars (\$75,000) allocated toward penalties under PAGA, of which seventy-five percent (75%), or Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250), will be paid to the California Labor and Workforce Development Agency and twenty-five percent (25%), or Eighteen Thousand Seven Hundred Fifty Thousand Dollars (\$18,750) (“Net PAGA Payment”), will be distributed to Aggrieved Employees; and (5) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000) to the Settlement Administrator.

B. Individual Settlement Payments and Individual PAGA Payments

Each Class Member is eligible to receive payment under the Settlement of his or her share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks during the Class Period commencing on Sunday and ending on the following Saturday in which a Class Member worked one or more days (“Workweek(s)”).

To calculate each Individual Settlement Payment, the Settlement Administrator divided the Net Settlement Amount by the total number of Workweeks of all Class Members to arrive at a dollar value per Workweek, and then multiplied each Class Member’s individual number of Workweeks by the Workweek dollar value.

Based on the Net Settlement Amount, the range of estimated Individual Settlement Payments to Class Members is [lowest estimated share to be provided by Settlement Administrator] (\$_____) to [highest estimated share to be provided by Settlement Administrator] (\$_____). The estimated average Individual Settlement Payment is [average estimated share to be provided by Settlement Administrator] (\$_____).

Each Individual Settlement Payment will be allocated one-third (33.33%) as wages which will be reported on an IRS Form W-2 and two-thirds (66.67%) as penalties and interest, which will be reported on an IRS Form 1099. Class Members who do not request exclusion from the Class Settlement as set forth below in Section IV.B (“Settlement Class Members”) will be issued payment of their net Individual Settlement Payment, after reduction for the employee’s share of payroll taxes, contributions, and withholdings with respect to the wages portion of the Individual Settlement Payment.

Each Aggrieved Employee will also receive a share of the Net PAGA Payment (“Individual PAGA Payment”), regardless of whether he or she requests exclusion from the Class Settlement. Each Individual PAGA Payment has been calculated based on the number of pay periods during the PAGA Period during which an Aggrieved Employee worked for Defendant as an hourly-paid or non-exempt employee in California (“Pay Period(s)”).

To calculate each Individual PAGA Payment, the Settlement Administrator divided the Net PAGA Payment of Eighteen Thousand Seven Hundred Fifty Thousand Dollars (\$18,750) by the total Pay Periods of all Aggrieved Employees to arrive at a dollar value per Pay Period, and then multiplied each Aggrieved Employee’s individual number of Pay Periods by the Pay Period dollar value. Individual PAGA Payments will be allocated one hundred percent (100%) as penalties, and will be paid without any withholding amount and reported on an IRS Form 1099.

The range of estimated Individual PAGA Payments to Aggrieved Employees is [lowest estimated payment to be provided by Settlement Administrator] (\$_____) to [highest estimated payment to be provided by Settlement Administrator] (\$_____). The estimated average Individual PAGA Payment is [average estimated payment to be provided by Settlement Administrator] (\$_____).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees, at the address that is on file with the Settlement Administrator. For those Settlement Class Members who are also Aggrieved Employees, the Settlement Administrator may combine their Individual Settlement Payment and Individual PAGA Payment into one (1) check. **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.**

C. Released Claims

Upon the Effective Date, and except as to such rights and claims as may be created by the Settlement, Plaintiffs and all Class Members who have not submitted a valid and timely Opt-Out Request (that is, Settlement Class Members) will be deemed to fully and finally release and discharged the Released Parties from Released Class Claims.

Upon the Effective Date, and except as to such rights and claims as may be created by the Settlement, the State of California will be deemed to have fully and finally released and discharged the Released Parties from Released PAGA Claims.

“Released Class Claims” means any and all applicable state law wage-and-hour claims, rights, demands, liabilities, and causes of action of every nature and description, arising during the Class Period, based on the facts alleged in the Operative Complaint, including without limitation, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, civil or statutory penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: unpaid overtime, unpaid meal period premiums, unpaid rest break premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, including but not limited to violations of and claims arising under California law, California Labor Code sections 201-204, 206, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197-1198, 1198.5, 1199, 2751, 2800, 2802, 2810.5, 6401, 6403, the applicable Industrial Welfare Commission Wage Orders; Cal. Code Regs. Title 8, § 11070; and the California Business & Professions Code § 17200, *et seq.* as it relates to the underlying California Labor Code claims referenced above, interest, attorneys’ fees and costs, including as permissible under California Code of Civil Procedure § 1021.5.

“Released PAGA Claims” means any and all applicable claims, rights, demands, liabilities, and causes of action for civil penalties, arising during the PAGA Period, with respect to Defendant’s employment of Aggrieved Employees during the PAGA Period, based on the facts alleged in the Operative Complaint, based on the following categories of allegations: unpaid overtime, unpaid meal period premiums, unpaid rest break premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, including but not limited to violations of and claims arising under California Labor Code sections 201-204, 206, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197-1198, 1198.5, 1199, 2751, 2800, 2802, 2810.5, 6401, 6403, and the applicable Industrial Welfare Commission Wage Orders.

“Released Parties” means Defendant and each of its past, current, or future officers, directors, employees, and agents.

D. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount up to thirty-five percent (35%) of the Total Settlement Amount (that is, up to Three Hundred Thirty-Two Thousand Five Hundred Dollars (\$332,500) and reimbursement of actual costs and expenses in an amount up to Forty Thousand Dollars (\$40,000) (collectively, “Attorneys’ Fees and Costs”). Subject to approval by the Court, the Attorneys’ Fees and Costs will be paid to Class Counsel from the Gross Settlement Fund. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members without being paid any money to date and has been paying all costs and expenses of the lawsuit, and will only be paid if there is a recovery in the Action.

E. Enhancement Payments to Plaintiffs

Plaintiffs will seek an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Saldana and up to Five Thousand Dollars (\$5,000) to Plaintiff Johns (“Enhancement Awards”), in recognition of their services in connection with the Action. Subject to approval by the Court, the Enhancement Awards will be paid from the Gross Settlement Fund and, if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payment (if applicable) that they are entitled to under the Settlement.

F. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) (“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 Opt-Out Requests, Objections, and disputes of Workweeks, calculating and distributing payments and tax forms under the Settlement, and other activities required to administer the Settlement. Subject to approval by the Court, the Settlement Administration Costs will be paid to the Settlement Administrator from the Gross Settlement Fund.

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

If you are a Class Member, **you do not need to take any action in order to be issued an Individual Settlement Payment**, but you have the opportunity to request exclusion from the Class Settlement (i.e., the portion of the Settlement as it pertains to the class action claims) (in which case you will not receive an Individual Settlement Payment, but you will still receive an Individual PAGA Payment, if eligible), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully below.

If you are an Aggrieved Employee, you do not need to take any action in order to be issued an Individual PAGA Payment.

A. Participate in the Settlement

You are eligible to participate in the Settlement. According to the Defendant’s records:

From May 10, 2015 through May 8, 2020, you were employed by Defendant as an hourly-paid employee within the State of California for [REDACTED] Workweeks.

From May 10, 2018 through May 8, 2020, you were employed by Defendant as an hourly-paid employee within the State of California for [REDACTED] Pay Periods.

Individual Settlement Payments are based on the number of Workweeks credited to a Class Member and Individual PAGA Payments are based on the number of Pay Periods credited to an Aggrieved Employee. Based on the number of Workweeks and PAGA Periods credited to you as noted above:

Your Individual Settlement Payment is estimated to be \$[REDACTED]. Individual Settlement Payments are subject to reduction for the employee’s share of taxes, contributions, and withholding with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$[REDACTED]. Individual PAGA Payments will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. The Individual Settlement Payment and the Individual PAGA Payment (if applicable) reflected in this Notice are only estimates. Your actual payment(s) under the Settlement may be higher or lower.

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment based on the number of Workweeks noted above, unless you decide to exclude yourself from the Class Settlement.

If you are an Aggrieved Employee you will be automatically included in the PAGA Settlement and issued your Individual PAGA Payment based on the number of Pay Periods credited to you, as noted above, regardless of whether you request exclusion from the Class Settlement.

If you do not exclude yourself from the Class Settlement and the Settlement is granted final approval by the Court, you will be deemed a Settlement Class Member, you will be bound by all terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in the Released Claims section above. All

Aggrieved Employees (even those who decide to exclude themselves from the Class Settlement) will be issued an Individual PAGA Payment.

If you want to participate in the Class Settlement, but you wish to dispute the number of Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (1) contains your full name, telephone number, address, and the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Jose Saldana v. International EZ Up, Inc.*, Case No. RIC1902873); (3) clearly states that you believe the Workweeks allocated to you are not correct; (4) clearly state the number of Workweeks you contend are correct; (5) attach any written documentation to support your contention; and (6) is returned by fax or mail to the Settlement Administrator at the address or fax number specified in Section IV.B below, postmarked or fax-stamped **on or before [the Response Deadline]**.

As a Class Member, you will not be separately responsible for the payment of attorney's fees or the costs and expenses of the Action, unless you hire your own attorney, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Class Settlement, you must submit a timely and valid request to be excluded from the Settlement to the Settlement Administrator, by either completing and returning an Exclusion Form (which is enclosed with this Notice) or submitting a written statement ("Opt-Out Request") that: (1) contains your full name, telephone number, address, and the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Jose Saldana v. International EZ Up, Inc.*, Case No. RIC1902873); and (3) clearly states that you wish to be excluded from the Class Settlement.

Your Opt-Out Request or Exclusion Form must be submitted to the Settlement Administrator by mail or fax, postmarked or fax-stamped **on or before [Response Deadline]**, at the following mailing address or fax number:

International E-Z Up Class Action Settlement
[Simpluris, Inc.]
[Mailing Address]
[Fax number]

If the Court grants final approval of the Settlement, any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a valid and timely Opt-Out Request will be deemed a Settlement Class Member and will be bound by all of the terms of the Class Settlement, as well as any judgment that may be entered by the Court based thereon. Any Class Member who submits a valid and timely Opt-Out Request will not have any right to object to, appeal, or comment on the Settlement, will not be entitled to receive an Individual Settlement Payment, and will not be bound by the Class Settlement and release of Released Class Claims (described in Section III.C above)—however, if such individuals are Aggrieved Employees, they will still be issued an Individual PAGA Payment.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted an Opt-Out Request. To object to the Settlement, you must submit a valid and timely objection to the Settlement Agreement ("Objection") to the Settlement Administrator, by either completing and returning an Objection Form (which is enclosed with this Notice) or submitting a written statement that: (1) includes your full name, telephone number, address, and the last four digits of your Social Security number; (2) contains the case name and number of the Action (*Jose Saldana v. International EZ Up, Inc.*, Case No. RIC1902873); (3) clearly states that you object to the Class Settlement; and (4) clearly states the factual and/or legal basis of your objection.

Your Objection must be submitted to the Settlement Administrator at the address of fax number listed in Section IV.B above, postmarked or fax-stamped **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, 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 the Attorneys' Fees and Lawsuit Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued. If the hearing is continued, the Settlement Administrator will only give notice of the continuance to Class Members who have submitted an Objection. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed First Amended Joint Stipulation of Class and PAGA Settlement and Release, which is attached as Exhibit 1 to the Declaration of Edwin Aiwasian in Support of Plaintiffs' Renewed Motion for Preliminary Approval of Class Action Settlement filed on [DATE] and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside County Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the Riverside County Superior Court's website (<http://public-access.riverside.courts.ca.gov/OpenAccess/CivilMainMenu.asp>). To look up and access documents and information on the Court's systems, you will need to use the case number for the Action (Case No. RIC1902873).

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

EXHIBIT 2

EXCLUSION FORM

Jose Saldana v. International E-Z Up, Inc.
Superior Court of California for the County of Riverside, Case No. RIC1902873

COMPLETE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

For more information regarding the settlement, important terms, and deadlines, please review the Notice of Class Action Settlement.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form by mail or fax to the Settlement Administrator, postmarked or fax-stamped on or before **[RESPONSE DEADLINE]**, at the following mailing address or fax number:

International E-Z Up Class Action Settlement
Simpluris, Inc.
[INSERT MAILING ADDRESS]
[INSERT FAX NUMBER]

I request to be excluded from the Class Settlement in the matter of *Jose Saldana v. International E-Z Up Inc.* By excluding myself from the Class Settlement, I understand that I will not be bound by the Class Settlement and release of Released Class Claims, and that I will not be eligible to receive an Individual Settlement Payment from the Class Settlement. I understand that, nevertheless, if I am an Aggrieved Employee, I will still receive an Individual PAGA Payment.

Date: _____ Full Name: _____

Signature: _____

Address: _____

Telephone No.: (____ __ __) ____ __ __ __ __ __

Last Four Digits of Social Security Number: ____ __ __ __

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE, RIVERSIDE HISTORIC COURTHOUSE

JOSE SALDANA, individually, and on behalf
of other members of the general public
similarly situated; THOMAS JOHNS,
individually and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

INTERNATIONAL E-Z UP INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO. RIC1902873

OBJECTION FORM

Department: 1
Judge: Hon. Craig G. Riemer

Complaint Filed: May 10, 2019
Trial Date: None Set

**COMPLETE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS SETTLEMENT.**

For more information regarding the settlement, important terms, and deadlines, please review the
Notice of Class Action Settlement.

If you wish to object to the Class Settlement, you must state the factual and/or legal basis (i.e.,
the grounds) for your objection (space is provided below for doing so), sign and enter your full
name, address, telephone number, and last four digits of your Social Security number on the
following page, and return this form by mail or fax to the Settlement Administrator, postmarked
or fax-stamped on or before **[RESPONSE DEADLINE]**, at the following mailing address or fax
number:

International E-Z Up Class Action Settlement

Simpluris, Inc.

[INSERT MAILING ADDRESS]

[INSERT FAX NUMBER]

I wish to object to the Class in the matter of *Jose Saldana v. International E-Z Up Inc.* on
the following grounds:

Date: _____

Full Name: _____

Signature: _____

Address: _____

Telephone No.: (____ __ __) ____ ____ ____ ____ ____ ____

Last Four Digits of Social Security Number: ____ ____ ____ ____