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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RICARDO RAMIREZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

VICTORY DESIGN, INC. DBA
DESIGNING MANUFACTURING
INSTALLATION an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

RICARDO RAMIREZ, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

VICTORY DESIGN, INC. DBA
DESIGNING MANUFACTURING
INSTALLATION an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVDS2019970
[Consolidated with Case No. CIVSB2100178]

Honorable Joseph T. Ortiz
Department S-17

CLASS ACTION

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

Date: September 18, 2024
Time: 1:30 p.m.
Department: S-17

Class Action Filed: September 21, 2020
PAGA Action Filed: January 8, 2021
Trial Date: None Set

1 This matter has come before the Honorable Joseph T. Ortiz in Department S-17 of the
2 Superior Court of the State of California, for the County of San Bernardino, on September 18, 2024
3 at 1:30 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Ricardo Ramirez ("Plaintiff"), individually
5 and on behalf of all others similarly situated and on behalf of other aggrieved employees pursuant
6 to the California Private Attorneys General Act, and Kring & Chung, LLP appears as counsel for
7 Defendant Victory Design, Inc. DBA Designed Manufacturing Installation ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
14 the Declaration of Helene Mayer in Support of Plaintiff's Motion for Preliminary Approval of Class
15 Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls
16 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 cases. 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 Litigation Costs, Enhancement Payment, PAGA Penalties, Administration
3 Costs, and payments to the Settlement Class Members and PAGA Members provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against
8 the probable outcome of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) 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 are qualified to act as counsel for Plaintiff in his individual capacity and as the
18 representative 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 of Defendant within
22 the State of California employed at any time during the period from September 21,
23 2016 through April 15, 2024, or another date selected pursuant to Paragraph VIII.B
24 of the Settlement Agreement.

25 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Helene Mayer
26 of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiff Ricardo Ramirez as the representative of
28 the Class ("Class Representative").

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

1 10. Within twenty-one (21) business days of the date of this Order, Defendant shall
2 provide the Settlement Administrator with the following information about each Class Member: (1)
3 full name; (2) last known address; (3) last known telephone number; (4) Social Security number; (5)
4 start and end dates of employment; (6) the number of Workweeks worked during the Class Period;
5 and (7) number of Pay Periods during the PAGA Period (collectively, “Class List”). Class Counsel
6 shall also receive a redacted Class List that shall only disclose an identification number attributed to
7 each Class Member and PAGA Member and their and their associated Workweeks and/or Pay
8 Periods during the Class Period and PAGA Period in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
11 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
12 Class Notice appears to fully and accurately inform the Class Members of all material elements of
13 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
14 Request for Exclusion, of Class Members’ and PAGA Members’ right to challenge the Workweeks
15 and/or Pay Periods credited to each of them by submitting a Workweeks Dispute, and of each
16 Settlement Class Member’s right and opportunity to object to the Settlement by submitting an
17 objection to the Settlement Administrator or appearing at the Final Approval Hearing with or without
18 submitting a written objection. The Court further finds that distribution of the Class Notice
19 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
20 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
21 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
22 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. Mail to all
23 Class Members within ten (10) calendar days of receipt of the Class List, pursuant to the terms set
24 forth in the Settlement Agreement.

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

1 Administrator, postmarked no later than the date which is sixty (60) calendar days after the
2 Settlement Administrator mails the Class Notice to Class Members and PAGA Members (“Response
3 Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by
4 fifteen (15) calendar days from the date of the original sixty (60) calendar day deadline. Any such
5 person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement
6 will not be entitled to any recovery under the Class Settlement and will not be bound by the Class
7 Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all current and
8 former hourly-paid or non-exempt employees of Defendant within the State of California employed
9 at any time during the period from September 17, 2019 through April 15, 2024, or another date
10 selected pursuant to Paragraph VIII.B of the Settlement Agreement (“PAGA Members”) will be
11 bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of
12 whether they submit a Request for Exclusion. Class Members who do not submit a valid and timely
13 Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement
14 and any final 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 S-17 of the San Bernardino County Superior Court, located at 247 West Third Street,
18 San Bernardino, CA 92415, to determine all necessary matters concerning the Settlement, including:
19 whether the proposed settlement of the actions on the terms and conditions provided for in the
20 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
21 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 PAGA Members; and determine whether to finally approve the requests for the
24 Attorneys’ Fees and Litigation Costs, Enhancement Payment, and Administration Costs.

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

1 15. To object to the Class Settlement, a Settlement Class Member may submit his or her
2 objection in writing to the Settlement Administrator on or before the Response Deadline. The
3 written objection must be signed and must contain the information that is required, as set forth in the
4 Class Notice, including and not limited to the grounds for the objection. Settlement Class Members
5 may also present their objection orally at the Final Approval Hearing, regardless of whether they
6 have submitted a written objection.

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

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

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

25 **IT IS SO ORDERED.**

26 Dated: _____

By: _____

The Honorable Joseph T. Ortiz
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ricardo Ramirez v. Victory Design Inc., et al.
Superior Court of California for the County of San Bernardino, Case No. CIVDS2019970

Ricardo Ramirez v. Victory Design Inc., et al.
Superior Court of California for the County of San Bernardino, Case No. CIVSB2100178

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Ricardo Ramirez ("Plaintiff") and Defendant Victory Design, Inc. DBA Designing Manufacturing Installation ("DMI") (Plaintiff and DMI are collectively referred to as the "Parties") in the cases entitled *Ricardo Ramirez v. Victory Design Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDS2019970 and *Ricardo Ramirez v. Victory Design Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2100178 ("Actions"), 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" or "Class Member" means all current and former hourly-paid or non-exempt employees of DMI within the State of California employed at any time during the Class Period.

"Class Period" means the time period from September 21, 2016 through April 15, 2024, or another date selected pursuant to Paragraph VIII.B of the Settlement Agreement.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former hourly-paid or non-exempt employees of DMI within the State of California employed at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from September 17, 2019 through April 15, 2024, or another date selected pursuant to Paragraph VIII.B of the Settlement Agreement.

II. BACKGROUND OF THE ACTION

On September 17, 2020, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and DMI of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On September 21, 2020, Plaintiff filed a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVDS2019970 ("*Ramirez Class Action*"). On January 8, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*Ramirez PAGA Action*"). Plaintiff alleges that DMI failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("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.

DMI denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

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 as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

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

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

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 DMI that the claims in the Actions have merit or that DMI has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and DMI, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. **The Court has made no ruling on the merits of the claims** asserted in the Actions and has determined only that certification of the Class solely for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Thousand Dollars (\$800,000.00) ("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 in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$280,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) ("Attorneys' Fees and Litigation Costs") to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Dollars (\$7,500.00) to Plaintiff for his services in the Actions; (3) Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"). The PAGA Penalties will be distributed 75% (\$90,000.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$30,000.00) will be distributed to PAGA Members ("Employee PAGA Amount").

Class Members who participate in the Settlement are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks that a Class Member was employed by DMI as an hourly-paid or non-exempt employee in California during the Class Period based on the number of Workweeks in the Class List that DMI provides to the Settlement Administrator ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members ("Class Workweek Point Value") and multiplied each Class Member's individual Workweeks by the Class Workweek Point

Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

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

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of pay periods that a PAGA Member was employed by DMI as an hourly-paid or non-exempt employee in California during the Class Period based on the number of Pay Periods in the Class List that DMI provides to the Settlement Administrator (“PAGA Pay Periods”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”) and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

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

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

B. Your Workweeks Based on DMI’s Records

According to DMI’s records:

From September 21, 2016 through April 15, 2024 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From September 17, 2019 through April 15, 2024 (i.e., PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) which must: (a) contain the case name and number of the Action (*Ricardo Ramirez v. Victory Design Inc., et al.*, Case No. CIVDS2019970); (b) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or Pay Periods during the PAGA Period that you contend is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

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

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

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

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

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded the Action, including, without limiting the foregoing: (1) failure to pay overtime wages; (2) failure to provide compliant meal periods and/or pay meal period premiums; (3) failure to authorize and permit compliant rest periods and/or pay rest periods premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means and all claims for penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* arising out of the claims expressly pleaded in the Actions and/or LWDA Letter during the PAGA Period, including for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 16-2001.

“Released Parties” means DMI, and any of its past and present parents, subsidiaries, affiliated entities, directors, officers, shareholders, owners, members, attorneys, insurers, and any other person or entity who could be deemed jointly liable on all or some of the Released Class Claims or Released PAGA Claims.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$280,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (“Attorneys' Fees and Litigation Costs”), subject to approval by the Court. The Attorneys' Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Actions. 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 and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA 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.

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

A. Participate in the Settlement

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

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

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

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

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Ricardo Ramirez v. Victory Design Inc., et al.*, Case No. CIVDS2019970); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who submitted a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

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

An objection must: (1) contain the case name and number of the Action (*Ricardo Ramirez v. Victory Design Inc., et al.*, Case No. CIVDS2019970); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S-17 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, 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 Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

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

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www-sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil/Appeals), clicking "Click here to access the Portal," clicking "Smart Search," and typing in the Court Case Number "CIVDS2019970."

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.