

PLAINTIFF/PETITIONER: Yesenia Fierro, et al.
 DEFENDANT/RESPONDENT: 5.11, Inc., et al.

CASE NUMBER:
 30-2020-01171395-CU-OE-CXC

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: November 27, 2024

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

41728772

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 27 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

YESENIA FIERRO and CHERISE MORRIS
EASTMAN, individually, and on behalf of
other members of the general public similarly
situated and on behalf of the State of
California pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

5.11, INC., a California corporation; 5.11
TACTICAL, INC., an unknown business
entity; 5.11 TACTICAL, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2020-01171395-CU-OE-CXC

Honorable Lon F. Hurwitz
Department CX103

CLASS ACTION

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

Date: November 1, 2024
Time: 1:30 p.m.
Department: CX103

Complaint Filed: November 20, 2020
FAC Filed: January 18, 2023
Trial Date: None Set

1 This matter has come before the Honorable Lon F. Hurwitz in Department CX103 of the
2 Superior Court of the State of California, for the County of Orange, on November 1, 2024 at 1:30
3 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Yesenia Fierro and Cherise Morris Eastman (together,
5 "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees and Seyfarth Shaw LLP appears as counsel for Defendant 5.11, Inc. ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the First Amended Class and Representative
12 Action Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"),
13 attached as "EXHIBIT 1" to the Further Supplemental Declaration of Brian J. St. John in Support
14 of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (ROA 210). This is based
15 on the Court's determination that the Settlement falls within the range of possible approval as fair,
16 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
19 the Settlement Agreement.

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

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Payment, Class Representatives Service Award, PAGA Payment, Administrative
3 Costs, and payments to the Settlement Class Members and PAGA Aggrieved Employees provided
4 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
5 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
6 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
7 made available to the Class Members, State of California, and PAGA Aggrieved Employees are fair,
8 adequate, and reasonable when balanced against the probable outcome of further litigation relating
9 to certification, liability, 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 in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the
19 representatives of the Class.

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

22 All current and former non-exempt employees of Defendant who performed work
23 for Defendant in the State of California during the period from November 20, 2016
24 through June 10, 2023 who have not signed an arbitration agreement with class
25 waiver.

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

28 8. The Court provisionally appoints Plaintiffs Yesenia Fierro and Cherise Morris
Eastman as the representatives of the Class ("Class Representatives").

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1 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the
2 administration of the Settlement ("Settlement Administrator").

3 10. Within thirty (30) calendar days of the date on which the Court enters this Order,
4 Defendant shall provide the Settlement Administrator with the following information about each
5 Class Member and PAGA Aggrieved Employee: full name, employee ID number, last known
6 address and telephone number, number of Eligible Workweeks during the Settlement Period,
7 number of Eligible Pay Periods during the PAGA Period, and Social Security Number (collectively
8 referred to as the "Class Data and List"), in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action and
10 PAGA Settlement ("Class Notice") and PAGA Settlement Payment Notice ("PAGA Notice"),
11 attached hereto as "**EXHIBIT 1**" and "**EXHIBIT 2**," respectively. The PAGA Notice shall be
12 provided to PAGA Aggrieved Employees who are not members of the Settlement Class. The Court
13 finds that the Class Notice and PAGA Notice appear to fully and accurately inform the Class
14 Members and PAGA Aggrieved Employees of all material elements of the Settlement. The Court
15 further finds that the Class Notice appears to fully and accurately inform the Class Members of Class
16 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
17 Class Members' right to dispute the Eligible Workweeks and/or Eligible Pay Periods credited to
18 each of them by submitting a written dispute, and of each Settlement Class Member's right and
19 opportunity to object to the Class Settlement by submitting a written Objection or appearing at the
20 Final Approval Hearing to present an oral objection. The Court further finds that distribution of the
21 Class Notice and PAGA Notice substantially in the manner and form set forth in the Settlement
22 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
23 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
24 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
25 Notice in English by First-Class U.S. mail to all Class Members within fifteen (15) calendar days of
26 receipt of the Class Data and List, pursuant to the terms set forth in the Settlement Agreement.

27 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
28 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may

1 choose to be excluded from the Class Settlement by submitting a timely letter indicating a request
2 to be excluded from the Class Settlement (Request for Exclusion”) in conformity with the
3 requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than
4 the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to Class
5 Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
6 will be extended by forty-five (45) calendar days from the initial Response Deadline. Any such
7 person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement
8 will not be entitled to an Individual Settlement Payment and will not be bound by the Class
9 Settlement or have any right to object, appeal, or comment thereon. However, all current and former
10 non-exempt employees of Defendant who performed work for Defendant in the State of California
11 during the period from September 16, 2019 through June 10, 2023 (“PAGA Aggrieved Employees”)
12 will still be issued an Individual PAGA Payment and will be bound by the PAGA Settlement,
13 regardless of whether they submitted a Request for Exclusion, if the Court grants final approval of
14 the Settlement. Class Members who have not submitted a timely and valid Request for Exclusion
15 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final
16 judgment based thereon.

17 13. A Final Approval Hearing shall be held before this Court on April 11, 2025 at 1:30
18 p.m. in Department CX103 of the Orange County Superior Court, located at Civil Complex Center,
19 751 West Santa Ana Blvd., Santa Ana, California 92701, to determine all necessary matters
20 concerning the Settlement, including: whether the proposed settlement of the action on the terms
21 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
22 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
23 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
24 reasonable to the Class Members, State of California, and Aggrieved Employees; and determine
25 whether to finally approve the requests for the Attorneys’ Fees and Costs, Enhancement Payments,
26 and Settlement Administration Costs.

27 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
28 Counsel Payment, Class Representatives Service Award, Administrative Costs, along with the

1 appropriate declarations and supporting evidence, including the Settlement Administrator's
2 declaration, at least sixteen (16) court days prior to the Final Approval hearing, to be heard at the
3 Final Approval Hearing.

4 15. To object to the Class Settlement, a Settlement Class Member must submit a written
5 objection ("Objection") to the Settlement Administrator, postmarked on or before the Response
6 Deadline. The Objection must be signed and must contain the information that is required, as set
7 forth in the Class Notice, including and not limited to the grounds for the objection. Settlement
8 Class Members may also present their objection orally at the Final Approval Hearing, irrespective
9 of whether they submit an Objection.

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

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

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

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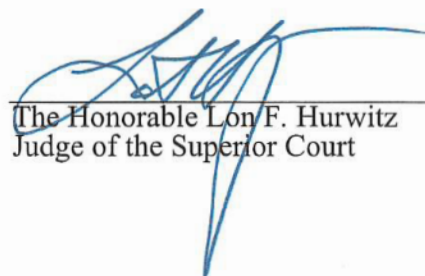
1 19. If the Court grants final approval of the Settlement, notice shall be given to the
2 Settlement Class Members and PAGA Members by posting a copy of the Final Approval Order and
3 Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days
4 after the date of entry of this Final Approval Order and Judgment.

5 20. The Court shall retain jurisdiction over the implementation of the Settlement as well
6 as any matter arising out of, or related to, the implementation of this Agreement pursuant to
7 California Code of Civil Procedure § 664.6 and California Rules of Court Rule 3.769(h).

8 **IT IS SO ORDERED.**

9 Dated: NOV 27 2024

10 By:



The Honorable Lon F. Hurwitz
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Yesenia Fierro, et al. v. 5.11, Inc.
Orange County Superior Court, Case No. 30-2020-01171395-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced 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 Settlement, object to the Class Settlement, and/or dispute the number of Eligible Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Yesenia Fierro and Cherise Morris Eastman (together, "Plaintiffs") and 5.11, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Yesenia Fierro, et al. v. 5.11, Inc.*, Orange County Superior Court, Case No. 30-2020-01171395-CU-OE-CXC ("Action"), which may affect your legal rights. On ~~[date of Preliminary Approval]~~, the Court granted preliminary approval of the settlement and scheduled a hearing on ~~[hearing date]~~ at ~~[hearing time]~~ ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"PAGA Aggrieved Employees" means all current and former non-exempt employees of Defendant who performed work for Defendant in the State of California during the period from September 16, 2019 through March 27, 2023.

"Class" means all current and former non-exempt employees of Defendant who performed work for Defendant in the State of California during the period from November 20, 2016 through June 10, 2023.

"Class Member" means a member of the Class.

"Settlement Period" means the time period from November 20, 2016 through June 10, 2023.

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

"PAGA Period" means the time period from September 16, 2019 through March 27, 2023.

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

II. BACKGROUND OF THE LAWSUIT

On November 20, 2020, Plaintiff Fierro commenced the Action. On January 18, 2023, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., to add Cherise Morris Eastman as a Plaintiff ("Operative Complaint"). By way of the Action, Plaintiffs allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Class and Representative Action Settlement and Release of Claims (together, "Settlement" or "Settlement Agreement").

1 of 7

Questions? Call: ~~[Settlement Administrator's 1-800 number]~~
NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwarzian
Joanna Ghosh
Brian St. John

Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action in order 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 Eligible Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

If you are a PAGA Aggrieved Employee, you do not need to take any action in order to receive a PAGA Settlement Payment; you will be bound to the PAGA Settlement and issued an PAGA Settlement Payment.

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

You will not be penalized or retaliated against by Defendant for participating in the settlement. If you are currently employed by the Defendant, your employment will not be affected in any way.

A copy of the First Amended Settlement Agreement, First Amended Complaint, and Preliminary Approval Order on Settlement Administrator's website [Settlement Administrator Website].

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Eighty-Five Thousand Dollars and No Cents (\$785,000.00) (the "Gross Settlement Amount"). The portion of the Gross 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 Gross Settlement Amount less the maximum amount allocated under the Settlement for Class Representatives Service Awards, maximum amount allocated under the Settlement for Class Counsel Payment, Court-approved amount of Administrative Costs, and Court-approved amount of the PAGA Payment.

The PAGA Payment will be distributed 75% (i.e., One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00)) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00)) will be distributed to PAGA Aggrieved Employees on a *pro rata* basis based upon the number of pay periods in which a PAGA Aggrieved Employee performed work for Defendant in the State of California during the PAGA Period and received regular pay ("PAGA Settlement Fund").

The Gross Settlement Amount may increase if it is determined that the Eligible Workweeks for the Settlement Period exceed 19,800 Eligible Workweeks.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based upon the number of workweeks each Class Member performed work for Defendant in the State of California during the Settlement Period and received regular pay ("Eligible Workweeks").

The Settlement Administrator will divide the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount to yield 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 valid and timely Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as one-third wages, which will be reported on an IRS Form W-2, and two-thirds penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Settlement Payment, resulting in a net payment to the Settlement Class Member.

All PAGA Aggrieved Employees, regardless of whether they submit a Request for Exclusion, will also be issued payment under the PAGA Settlement of their *pro rata* share of the PAGA Settlement Fund ("PAGA Settlement Payment") based upon the number of pay periods each PAGA Aggrieved Employee performed work for Defendant in the State of California during the PAGA Period and received any regular pay. ("Eligible Pay Periods" or "Pay Periods"). Any pay period in which the PAGA Aggrieved Employee received only remuneration other than regular pay (such as paid time off, for example) will not be an Eligible Pay Period.

The Settlement Administrator will divide the PAGA Aggrieved Employee's Eligible Pay Periods in the PAGA Period by total Eligible Pay Periods in the PAGA Period attributable to all PAGA Aggrieved Employees, multiplied by the PAGA Settlement Fund to yield his or her estimated PAGA Settlement Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each PAGA Settlement 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 PAGA Settlement Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records: You have been credited with [REDACTED] Eligible Workweeks during the Settlement Period and [REDACTED] Eligible Pay Periods during the PAGA Period.

If you wish to dispute the Eligible Workweeks and/or Eligible Pay Periods credited to you, you must submit your dispute by way of written letter ("Workweek Dispute"), as described below, to the Settlement Administrator.

A Workweek Dispute must contain (a) the name and case number of the Action, (b) the Class Member's full name, current address, current telephone number, the last four digits of the Class Member's Social Security number, and signature, (c) contain a clear statement indicating that the Class Member disputes the number of Eligible Workweeks and/or Eligible Pay Periods credited to the Class Member; (d) any documentation that supports a different number of Eligible Workweeks and/or Eligible Pay Periods; and (e) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and PAGA Settlement Payment (if applicable)

As explained above, your estimated Individual Settlement Payment and PAGA Settlement Payment is based on the number of Eligible Workweeks and Eligible Pay Periods 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 withholding with respect to the wages portion of the Individual Settlement Payment. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

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

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

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

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that were or could have been brought based on the facts and theories alleged in the Complaint and/or First Amended Complaint arising during the Settlement Period, including, but not limited to, failure to properly pay wages (including and not limited to, minimum, regular, reporting time, overtime, vacation, paid sick leave, and supplemental sick leave wages), failure to provide compliant meal and/or rest periods and associated premium payments, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses, and unfair competition under California Business and Professions Code section 17200, et seq. based on the aforementioned. The Released Class Claims shall include without limitations claims that were raised or could have reasonably been raised in the any version of the complaints filed in the Action for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001 and 7-2001.

"Released PAGA Claims" means all claims that the State of California or LWDA could bring for civil penalties, which are recoverable under California Labor Code section 2698, et seq., for violations of the California Labor Code and California Industrial Welfare Commission Wage Orders with respect to Defendant's employment of PAGA Aggrieved Employees, that were or could have been brought based on the facts and theories alleged in the Complaint and/or First Amended Complaint arising during the PAGA Period (defined above) against Release Parties (defined above), including but not limited to for failure to properly pay wages (including and not limited to, minimum regular, reporting time, overtime, vacation, paid sick leave, and supplemental sick leave wages), failure to provide compliant meal and/or rest periods and associated premium payments, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses. The Released PAGA Claims shall include without limitations claims that were raised or could have reasonably been raised in the any version of the complaints filed in the Action for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and California Industrial Welfare Commission Wage Orders Nos. 4-2001 and 7-2001.

"Released Parties" means Defendant and all of its predecessors, successors, subsidiaries, parents, corporate affiliates, and assigns, and all of their respective officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, and through, under or in concert with any of them.

E. Class Counsel Payment to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (e., \$274,750.00 if the Gross Settlement Amount remains \$785,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), subject to approval by the Court. All Class Counsel Payment awarded by the Court will be paid from the Gross Settlement Amount. Should the Court award Class Counsel Payment to Class Counsel in an amount that is less than that set forth above, the difference between the lesser amount awarded by the Court and the amount allocated toward Class Counsel Payment will not be paid by Defendant. Class Counsel has been prosecuting the Action on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses to date.

F. Class Representatives Service Awards to Plaintiffs

Plaintiffs will seek payments in the amount up Five Thousand Dollars and No Cents (\$5,000.00) each to Plaintiffs (these payments are referred to as "Class Representatives Service Awards"), in recognition of their services in connection with the Action. The Class Representatives Service Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and PAGA Settlement Payments (if applicable) that are to be paid to them under the Settlement. Should the Court award the Class Representatives Service Awards to Plaintiffs in amount(s) that are less than that set forth above, the difference between the lesser amount awarded by the Court and the amount(s) allocated toward the Class Representatives Service Awards will not be paid by Defendant.

G. Administrative Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars (\$11,000) ("Administrative 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 disputes regarding Eligible Workweeks, calculating Individual Settlement Payments and PAGA Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross 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 an 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 the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued an PAGA Settlement Payment. This means you will be bound by the terms of the PAGA Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released PAGA Claims described in Section III.D above.

You will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

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, as described below, ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: contain the case name and number of the Action (or reasonable portion thereof); (b) contain the full name, current address, current telephone number, signature, and the last four digits of the Social Security Number of the Class

Member requesting exclusion; (c) contain a statement clearly indicating that the Class Member wishes to be excluded or opt out of the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked **no later than** [Response Deadline], at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive 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 valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement (and the release of Released Class Claims described in Section III.D above) and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement. The Court retains final authority as to the validity and authenticity of Requests for Exclusion.

All PAGA Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, regardless of whether they submit a Request for Exclusion. All PAGA Aggrieved Employees will be issued an PAGA Settlement Payment.

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 preparing a written objection that contains the necessary information ("Objection"), and submitting said objection paperwork to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An Objection must contain: (a) the case name and number of the Action (or reasonable portion thereof); (b) his or her full name, current address, signature with date, and the last four digits of his or her Social Security number; (c) the specific reason(s) for objecting to the Class Settlement; (d) all evidence and supporting papers (including, without limitation, all briefs, written evidence and declarations) for the Court to consider; and (e) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than** [Response Deadline].

You may also present your Objection in person at the Final Approval Hearing regardless of whether you submitted a written Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Payment to Class Counsel, Class Representatives Service Awards to Plaintiffs, and Administrative Costs to the Settlement Administrator.

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

If the Court grants Final Approval of the Settlement, the Settlement Administrator will post the Final Approval Order and Judgment on its website [Settlement Administrator Website].

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 other court records in the Action for a fee by visiting the Court at 700 Civic Center Drive West, Santa Ana, California 92701, during business hours. The documents filed in the Action can also be accessed online

at the Orange County Superior Court's website, known as "Public Case Access System," at the following web address:
<https://www.occourts.org/online-services/case-access/>.

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.

EXHIBIT 2

PAGA Settlement Payment From the Settlement of *Yesenia Fierro, et al v. 5.11 Tactical, Inc.*, California Superior Court, County of Orange, Case No. 30-2020-01171395-CU-OE-CXC

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits *Yesenia Fierro, et al v. 5.11 Tactical, Inc.*, California Superior Court, County of Orange, Case No. 30-2020-01171395-CU-OE-CXC ("Action").

The *Fierro* Action was filed against 5.11, Inc. ("Defendant") as both a class action and representative action under the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA"). The PAGA portion of the Action was brought by a former 5.11. employee on behalf of the State of California and all current and former non-exempt employees of Defendant who performed work for Defendant in the State of California between September 16, 2019 and June 10, 2023. You have been identified as one of the employees on whose behalf the PAGA portion of the Action was brought (a "PAGA Aggrieved Employee").

The plaintiff in the *Fierro* Action claimed that Defendant owed penalties under PAGA for alleged violations of the California Labor Code and Industrial Commission Wage Orders for Defendant's alleged failure to pay all wages due, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses.

Defendant denies the allegations and maintains that its policies and practices were lawful. Defendant asserts that the individuals on whose behalf the Action was brought were provided all wages and compensation to which they were entitled under the law, and Defendant denies that it owes any unpaid wages or penalties.

The Court has not ruled on the merits of the Action, but it has approved the settlement and the amount allocated to the PAGA portion of the Action, known as the "PAGA Settlement Fund." As required by the law, a portion of the PAGA Settlement Fund goes to the State of California's Labor and Workforce Development Agency. Another portion of the PAGA Settlement Fund goes to the PAGA Aggrieved Employees. In agreeing to this settlement, Defendant does not admit that it is liable in any way to PAGA Aggrieved Employees for any alleged underpaid wages or penalties.

Pursuant to the settlement, enclosed is a check for your share of the PAGA Settlement Fund for the civil penalties. You are not a party to this Action, but you and the government will be bound by the judgment in this matter as to PAGA civil penalties.

You may contact the <<SETTLEMENT ADMINISTRATOR>> if you have any questions about this payment.

EXHIBIT B

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 11/01/24, was transmitted electronically by an Orange County Superior Court email server on November 7, 2024, at 1:34:03 PM PST. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

SEYFARTH SHAW LLP
AMCNAUGHT@SEYFARTH.COM

SEYFARTH SHAW LLP
THOPPE@SEYFARTH.COM

G. Turner

, Deputy

Code of Civ. Procedure , § CCP1013(a)

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 11/01/2024 TIME: 01:30:00 PM DEPT: CX103

JUDICIAL OFFICER PRESIDING: Lon F. Hurwitz

CLERK: S. Turner

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: A. Condaras

CASE NO: **30-2020-01171395-CU-OE-CXC** CASE INIT.DATE: 11/20/2020

CASE TITLE: **Fierro vs. 5.11, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74410663

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Yesenia Fierro, CHERISE MORRIS EASTMAN

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Approval of Class Settlement, 09/14/2023

APPEARANCES

Tentative Ruling posted on the Internet .

There are no appearances by any party.

The Court adopts the tentative ruling as follows:

Motion for Approval of Class Settlement

RULING:

The Court has reviewed the supplemental materials submitted by counsel and finds that they address the identified concerns. Accordingly, the Motion for Preliminary Approval is **GRANTED**.

The Motion for Final Approval will be heard on April 11, 2025, at 1:30 p.m. in Department CX103. All papers for the Motion for Final Approval are due no later than fourteen (14) calendar days prior to the hearing date. If Plaintiff's counsel cannot meet this deadline, then counsel must request a continuance of the hearing. Failure to do so may result in the issuance of an OSC re Monetary Sanctions.

At the Final Approval hearing, evidence supporting the request for an award of attorneys' fees should be presented in the form of time records, or a summary of time spent on the substantive tasks, to enable the Court to evaluate the lodestar and costs claimed. Counsel should state by declaration whether time records were kept and created contemporaneously or otherwise.

At the Final Approval hearing, settlement administrator must provide an invoice of administration fees and costs.

Plaintiff to give notice of this ruling, including to the LWDA, within ten (10) calendar days.

Court Clerk is to give notice.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 27, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Michael J. Burns (mburns@seyfarth.com)
Andrew M. McNaught (amcnaught@seyfarth.com)
Heather E. Horn (hhorn@seyfarth.com)

SEYFARTH SHAW LLP
560 Mission Street, 31st Floor
San Francisco, California 94105

Attorneys for Defendants 5.11, INC, et al.

[X] BY ELECTRONIC SERVICE

Pursuant to California Code of Civil Procedure sections 1010.6(e)(1) and 101.6(e)(2), and/or California Rules of Court, Rule 2.251(c)(3), and/or an agreement between the Parties to serve each other electronically, I caused the above-described document(s) to be electronically mailed to Defendant's counsel through the above-listed e-mail addresses.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X]

STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 27, 2024, at Glendale, California.



Isabel Yang