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

STEVE DIAB QAWAS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SOCAL FRAMING, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

CASE NO. RIC1902588

*[Case assigned for all purposes to the Hon.
Sunshine S. Sykes, Dept. 6]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 28, 2021
Time: 8:30 a.m.
Dept.: 6

Reservation: RES248532

Action Filed: April 23, 2019
Trial Date: None Set

1 The Motion of Plaintiff Steve Diab Qawas (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement came regularly for hearing before this Court on July 28, at 8:30 a.m. The
3 Court, having considered the proposed Stipulation of Settlement (the “Settlement”), attached as
4 Exhibit 1 to the Declaration of Fletcher W. Schmidt filed concurrently herewith; having
5 considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement,
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
7 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class action settlement as set
9 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
10 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
11 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
12 there is a sufficiently well-defined community of interest among the members of the Settlement
13 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
14 conditional certification of the following Settlement Class:

15 All current and former non-exempt employees of Socal Framing,
16 Inc. who worked in California between April 23, 2015, and the date
17 of preliminary approval of the settlement (“Class Period”).

18 2. For purposes of the Settlement, the Court designates named Plaintiff Steve Diab
19 Qawas as Class Representative, and designates Fletcher W. Schmidt, Paul K. Haines, and Andrew
20 J. Rowbotham of Haines Law Group, APC as Class Counsel.

21 3. The Court designates Phoenix Settlement Administrators as the third-party
22 Settlement Administrator for mailing notices and for other administration-related duties described
23 fully in the Settlement Agreement.

24 4. The Court approves, as to form and content, the Notice of Class Action Settlement,
25 Request for Exclusion Form, and Objection Form, attached as Exhibits A, B, and C, respectively,
26 to this Proposed Order.

27 5. The Court finds that the form of notice to the Settlement Class regarding the
28 pendency of the action and of the Settlement, and the methods of giving notice to members of the

1 Settlement Class constitute the best notice practicable under the circumstances, and constitute
2 valid, due, and sufficient notice to all members of the Settlement Class. The form and method of
3 giving notice complies fully with the requirements of California Code of Civil Procedure section
4 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
5 and United States Constitutions, and other applicable law.

6 6. The Court further approves the procedures for Settlement Class members to opt
7 out of or object to the Settlement, as set forth in the Class Notice.

8 7. The procedures and requirements for filing objections in connection with the Final
9 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
10 presentation of any Class Member's objection to the Settlement, in accordance with the due
11 process rights of all Settlement Class members.

12 8. The Court directs the Settlement Administrator to mail the Class Notice, Request
13 for Exclusion Form, and Objection Form, to the members of the Settlement Class in accordance
14 with the terms of the Settlement. The Court directs the Settlement Administrator to carry out all
15 duties as required by the Settlement.

16 9. The Class Notice shall provide at least 60 calendar days' notice for members of
17 the Settlement Class to opt out of, or object to the Settlement. Any Request for Exclusion or
18 Objection shall be submitted directly to the Settlement Administrator and not filed with the Court.
19 Upon receipt of any Requests for Exclusion or Objections, the Settlement Administrator shall
20 forward copies of all Requests for Exclusion and Objections to counsel for all parties. The
21 Settlement Administrator shall file a declaration concurrently with the filing of the Motion for
22 Final Approval of Class Action Settlement which authenticates a copy of every Request for
23 Exclusion and Objection received by the Settlement Administrator. The Settlement Administrator
24 shall give notice to any objecting Settlement Class member of any continuance of the hearing on
25 Plaintiff's Motion for Final Approval of Class Action Settlement.

26 10. The Final Fairness Hearing on the question of whether the Settlement should be
27 finally approved as fair, reasonable, and adequate is scheduled in Department 6 of this Court,
28 located at 4050 Main Street, Riverside, California 92501 on November 8, 2021 at 8:30 a.m.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, enhancement payment to Plaintiff, settlement administration costs, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's enhancement payment, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Member information to the Settlement Administrator no later than [10 business days after preliminary approval]:	August 11, 2021
Settlement Administrator to mail Class Notice, Request for Exclusion, and Objection Form to Class Members no later than [10 business days from receipt of Class Member information]:	August 25, 2021
Deadline for Class Members to request exclusion from, submit dispute, or object to the Settlement [60 calendar days from mailing of Class Notice]:	October 25, 2021
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	December 10, 2021
Final Fairness Hearing	January 10, 2022

14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 15. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5
6 Dated: _____, 2021

Honorable Sunshine S. Sykes
Judge of the Superior Court

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

STEVE DIAB QAWAS, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

SOCAL FRAMING, INC., a California Corporation;
and DOES 1 through 100,

Defendants.

Case No. RIC1902588

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former employees of Defendant Social Framing, Inc. ("Social Framing") who worked in California between April 23, 2015, and <<PRELIMINARY APPROVAL DATE>>. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Steve Diab Qawas v. Social Framing, Inc.*, Riverside County Superior Court, Case No. RIC1902588 (the "Lawsuit"). Your rights may be affected by the Settlement, and it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Social Framing's records show that you were employed in California between April 23, 2015, and <<PRELIMINARY APPROVAL DATE>> (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Steve Diab Qawas ("Plaintiff") filed this Lawsuit against Social Framing, seeking to assert claims on behalf of all Settlement Class Members. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Social Framing: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to separately pay for rest periods; (4) failed to provide all meal periods; (5) failed to issue accurate, itemized wage statements; (6) failed to pay all final wages upon separation of employment; (7) engaged in unfair, unlawful business practices; and (8) is liable for civil penalties under the Private Attorneys General Act ("PAGA"). PAGA is a type of claim that allows employees who suffer a Labor Code violation to act on behalf of the State of California with the goal of recovering civil penalties from their employers.

Social Framing denies that it has done anything wrong, and denies that it owes Settlement Class Members any wages, penalties, restitution, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Social Framing, which expressly denies all liability. However, to avoid additional expense, inconvenience, and interference with its business operations, Social Framing

concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice.

The Court has not ruled on the merits of Plaintiff's claims. The Court has only determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. A final determination on whether the Settlement is fair, adequate and reasonable will be made at the Final Approval hearing.

If you are still employed by Socal Framing, your decision about whether to participate in the Settlement will not affect your employment. California law and Socal Framing's policy strictly prohibit unlawful retaliation.

Socal Framing will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class Members:	Attorneys for Socal Framing:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Spencer C. Skeen (SBN 182216) spencer.skeen@ogletree.com Nikolas T. Djordjevski (SBN 294728) nikolas.djordjevski@ogletree.com Yousaf M. Jafri (SBN 314773) yousaf.jafri@ogletree.com 4370 La Jolla Village Drive, Suite 990 San Diego, California 92122 Tel: (858) 652-3100 Fax: (858) 652-3101 ogletree.com

What are the terms of the Settlement?

Socal Framing has agreed to pay \$1,475,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys' fees and expenses, settlement administration costs, class representative's enhancement payment, and payment to the California Labor and Workforce Development Agency for its share of the PAGA civil penalties.

The Maximum Settlement Amount will be deposited with the Settlement Administrator within thirty (30) days of the date upon which all of the following events have occurred (a) the Court enters an order granting preliminary approval of the Settlement; (b) the Court enters an order granting final approval of the Settlement; and (c) any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement, or the time for challenging the Settlement, whether by objection or appeal, has expired without such challenge being filed (the "Effective Date"). The Settlement Administrator will mail Individual Settlement Payments to the Settlement Class Members within ten (10) business days thereafter.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Parties will request up to \$16,750.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$491,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$5,000.00 to compensate Plaintiff for his service and extra work provided on behalf of the Settlement Class Members.

Payment to the State of California. The Parties have agreed to allocate \$50,000.00 of the Maximum Settlement Amount towards the settlement of the PAGA claim in the Lawsuit. A total of \$37,500.00 will be paid to the State of California Labor and Workforce Development Agency for its 75% share of civil penalties. The remaining 25% (\$12,500.00) will be payable to the Settlement Class as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion Form (described below). The Net Settlement Amount is estimated to be approximately \$899,083.33. The Net Settlement Amount will be divided as follows:

Wage Statement Amount: 10% of the Net Settlement Amount will be designated as the "Wage Statement Amount." Each participating Settlement Class Member who was employed by Socal Framing in California between April 23, 2018, and <<PRELIMINARY APPROVAL DATE>>, will receive a share of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during that time period.

PAGA Amount: The \$12,500.00 payable to the aggrieved employees with standing for PAGA penalties will be designated as the "PAGA Amount." Each participating Settlement Class Member who was employed by Socal Framing in California between September 8, 2019, and <<PRELIMINARY APPROVAL DATE>>, will receive a share of the PAGA Amount proportionate to the number of workweeks that he or she worked during that time period

Waiting Time Amount: 10% of the Net Settlement Amount will be designated as the "Waiting Time Amount." The Waiting Time Amount will be distributed in equal shares to each participating Settlement Class Member who separated their employment with Socal Framing on or after April 23, 2016.

The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period. Shares will be determined by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

Payment of the Settlement. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion Form.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment (excluding PAGA payments) will be allocated as 1/3 wages and 2/3 penalties and interest. Amount paid as PAGA civil penalties will be allocated as 100% penalties. The Maximum Settlement Amount does not include employer payroll taxes, which will be paid by Socal Framing separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator will be responsible for issuing to Settlement Class Members an IRS Form W2 and IRS Form 1099 for their Individual Settlement Payment amounts. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment. Settlement Class Members are responsible for the proper tax treatment of the Individual Settlement Payments. The Settlement Administrator, Socal Framing and its counsel, and Class Counsel cannot provide tax advice. Accordingly,

Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who has not submitted a timely and valid Request for Exclusion Form, will fully release and discharge Social Framing and its officers, directors, employees and agents, (collectively the “Released Parties”) from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, demands, obligations, attorneys’ fees, costs and any other form of relief or remedy in law, equity, or whatever kind or nature alleged in the operative complaint in the Lawsuit (including any amendments thereto) or which could have been alleged based on the facts, circumstances, and primary rights alleged in the operative complaint in the Lawsuit, both on behalf of the Plaintiff and on behalf of the entire Settlement Class, including but not limited to claims for: minimum wage violations; failure to accurately pay all overtime wages; rest period violations; meal period violations; wage statement violations; waiting time penalties; and unfair competition (collectively, the “Released Claims”). The time period covered by this release is April 23, 2015, to **<<PRELIMINARY APPROVAL DATE>>**.

Plaintiff will also release all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA (including those under PAGA); Plaintiff does not release any aggrieved employee’s claim for wages or damages. The time period covered by this release is September 8, 2019, to **<<PRELIMINARY APPROVAL DATE>>**.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the formula set forth above and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your Individual Settlement Payment is based on the proportionate number of workweeks you worked during the Class Period (April 23, 2015, to **<<PRELIMINARY APPROVAL DATE>>**) as well as whether you are entitled to receive a share of the Wage Statement/PAGA Amount and the Waiting Time Amount. The information contained in Social Framing’s records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, to **<<ADMINISTRATOR CONTACT INFO>>**. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should the Settlement Administrator and the Parties not agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a signed “Request for Exclusion Form” postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, and signature.

Send the Request for Exclusion Form directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Please note that aggrieved employees may not exclude themselves from their share of the PAGA Amount.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. Please note that aggrieved employees may not object to their share of the PAGA Amount. If you wish to object to the Settlement, or any portion of it, you may complete the Objection Form or timely submit a written objection and send to the Settlement Administrator at

<<ADMINISTRATOR CONTACT INFO>>. Your written objection must include: (1) your full name; (2) your address; (3) the case name and number (which are: *Steve Diab Qawas v. Socal Framing, Inc.*, Case No. RIC1902588); (4) the basis for your objection; and (5) any legal or factual support for each objection together with any evidence in support of your objection. Objection Forms or written objections must be postmarked on or before **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 6 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You have the right to appear either in person or through your own attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your objection to be considered. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department 6 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The location, date, and time of the Final Approval Hearing may be moved. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the enhancement payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

Appearances may be made remotely by connecting to WebEx for a telephonic appearance. You may connect to WebEx by dialing 844-621-3956. You will then be asked to enter the following meeting number: 803-052-139#. For more information, please consult the Court's website at <https://riverside.courts.ca.gov/PublicNotices/telephonic-appearances.php>.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 6 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Fletcher W. Schmidt in support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement, filed on **<<DECLARATION FILING DATE>>**. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, SOCAL FRAMING, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting a Dispute, Request for Exclusion Form, or Objections Form is **<<RESPONSE DEADLINE>>**.

BY ORDER OF THE COURT ENTERED ON **<<PRELIM APPROVAL DATE>>.**

NOTICE OF SETTLEMENT AWARD

STEVE DIAB QAWAS v. SOCAL FRAMING, INC.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. RIC1902588

ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below, please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>**. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Socal Framing's records:

- (a) You worked _____ workweeks for Socal Framing in California between April 23, 2018 and **<<PRELIMINARY APPROVAL DATE>>**;
- (b) There were _____ total workweeks worked by employees of Socal Framing in California between April 23, 2018 and **<<PRELIMINARY APPROVAL DATE>>**;
- (c) You worked _____ workweeks for Socal Framing in California between April 23, 2015 and **<<PRELIMINARY APPROVAL DATE>>**;
- (d) There were _____ total workweeks worked by employees of Socal Framing in California between April 23, 2015 and **<<PRELIMINARY APPROVAL DATE>>**;
- (e) You **<<DID/DID NOT>>** separate your employment with Socal Framing on or after April 23, 2016.

Based on the above, your Individual Settlement Payment is estimated to be \$_____.

Additionally, according to Socal Framing's records:

- (f) You worked _____ workweeks for Socal Framing in California between September 8, 2019 and **<<PRELIMINARY APPROVAL DATE>>**; and
- (g) There were _____ total workweeks worked by employees of Socal Framing in California between September 8, 2019 and **<<PRELIMINARY APPROVAL DATE>>**.

Based on the above, your share of the PAGA Amount is estimated to be \$_____.

(IV) If you disagree with items (a) through (g) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Socal Framing's records, those records will control unless you are able to provide documentation that establishes that Socal Framing's records are mistaken. If there is a dispute about whether Socal Framing's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be

resolved by the Parties and the Settlement Administrator as described in the Notice of Class Action Settlement that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT B

REQUEST FOR EXCLUSION FORM

STEVE DIAB QAWAS v. SOCAL FRAMING, INC.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. RIC1902588

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE, SIGN AND MAIL** OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE **<<RESPONSE DEADLINE>>**, ADDRESSED AS FOLLOWS:

PHOENIX SETTLEMENT ADMINISTRATORS
Steve Diab Qawas v. Socal Framing, Inc.
SETTLEMENT ADMINISTRATOR

ADDRESS

ADDRESS

PHONE

FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT. PLEASE NOTE THAT AGGRIEVED EMPLOYEES MAY NOT EXCLUDE THEMSELVES FROM THEIR SHARE OF PAGA CIVIL PENALTIES.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Steve Diab Qawas v. Socal Framing, Inc.*, Riverside County Superior Court Case No. RIC1902588.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *STEVE DIAB QAWAS v. SOCAL FRAMING, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.

Name Telephone Number

Address

Date Signature

EXHIBIT C

OBJECTION FORM

STEVE DIAB QAWAS v. SOCAL FRAMING, INC.
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. RIC1902588

All objections must be mailed or delivered directly to the Settlement Administrator, Phoenix Settlement Administrators, at <<INSERT ADMINISTRATOR CONTACT INFO>> on or before <<RESPONSE DEADLINE>>. All objections must be postmarked on or before <<RESPONSE DEADLINE>>.

Objecting Settlement Class Member Information:

Name

Telephone Number

Address

Date

Signature

Describe the nature of each objection. Attach additional pages if necessary:

[illegible]