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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES -SPRING STREET COURTHOUSE**

JENNY GARRIDO, individually, and on
behalf of other members of the general public
similarly situated; JUAN RIVAS, FRANKIE
BETANCOURT, JESSE ORTIZ,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiffs,

vs.

ACORN ENGINEERING COMPANY, a
California corporation; MORRIS GROUP
INTERNATIONAL, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV36680

Honorable Carolyn B. Kuhl
Department SSC12

CLASS ACTION

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

Date: January 31, 2023
Time: 10:30 a.m.
Department: SSC12

Complaint Filed: October 15, 2019
FAC Filed: February 11, 2021
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the
2 Superior Court of the State of California, for the County of Los Angeles, on January 31, 2023 at
3 10:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiffs Jenny Garrido, Juan Rivas, Frankie Betancourt, and
5 Jesse Ortiz ("Plaintiffs"), individually and on behalf of all others similarly situated and other
6 aggrieved employees and Atkinson, Andelson, Loya, Ruud & Romo appears as counsel for
7 Defendant Acorn Engineering Company ("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 Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class and Representative Action Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT A" to
14 the Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 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 conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
26 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 Attorney Fees and Costs, Service Awards, PAGA Payment, Settlement Administration Costs, and
3 payments to the Participating Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members and
7 PAGA Group Members are fair, adequate, and reasonable when balanced against the probable
8 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) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
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 is qualified to act as counsel for Plaintiffs in their individual capacities and as the
18 representatives of the Class.

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

21 All current and former non-exempt, hourly-paid California employees who were
22 employed by Acorn Engineering Company during the time period from October 15,
23 2015 to the date on which the Court enters this Order ("Preliminary Approval").

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

26 8. The Court provisionally appoints Plaintiffs Jenny Garrido, Juan Rivas, Frankie
27 Betancourt, and Jesse Ortiz as the representatives of the Class ("Class Representatives").

28 9. The Court provisionally appoints Phoenix Class Action Administration Solutions
("Phoenix") to handle the administration of the Settlement ("Settlement Administrator").

1 10. Within fifteen (15) calendar days of the date of this Order, Defendant shall provide
2 the Settlement Administrator with the following information about each Class Member: last-known
3 full name, mailing address, telephone number, Social Security Number, Workweeks worked as a
4 non-exempt, hourly-paid employee of Defendant in California during: (1) the period from October
5 15, 2015 to February 7, 2022; (2) the Class Period; and (3) the PAGA Period, (collectively referred
6 to as the “Class List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
9 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of
11 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
12 Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them,
13 and of each Participating Class Members’ right and opportunity to object to the Class Settlement by
14 submitting a Notice of Objection to the Settlement Administrator and/or presenting their objection
15 orally at the Final Approval Hearing. The Court further finds that distribution of the Class Notice
16 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
17 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
18 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
19 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
20 Class Members within seven (7) calendar days of receipt of the Class List, pursuant to the terms set
21 forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member seeking
24 to be excluded from the Class Settlement may submit a written Request for Exclusion to the
25 Settlement Administrator by mail, postmarked no later than the date which is sixty (60) calendar
26 days from the initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in
27 the case of a re-mailed Class Notice, the Response Deadline will be the later of either fifteen (15)
28 calendar days from the date of the re-mailing or the original sixty (60) calendar day deadline,

1 whichever is later. A Class Member who timely and validly submits a Request for Exclusion from
2 the Class Settlement will not become a Participating Class Member, will not be bound by the Class
3 Settlement, and will not have a right to appear at the Final Approval hearing to have any objections
4 to the Class Settlement heard by the Court. Class Members who have not submitted a timely and
5 valid request to be excluded from the Settlement (i.e., Participating Class Members) shall be bound
6 by the Settlement Agreement and any final judgment based thereon. Class Members who are also
7 PAGA Group Members will not be permitted to exclude themselves from the PAGA Settlement.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department 12 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los
11 Angeles, California 90012, to determine all necessary matters concerning the Settlement, including:
12 whether the proposed settlement of the action on the terms and conditions provided for in the
13 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
14 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
15 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
16 Members; and determine whether to finally approve the requests for the Attorney Fees and Costs,
17 Service Awards, and Settlement Administration Costs.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for
19 Attorney Fees and Costs, Service Awards, and Settlement Administration Costs, along with the
20 appropriate declarations and supporting evidence, including the Settlement Administrator's
21 declaration, by _____, to be heard
22 at the Final Approval Hearing.

23 15. Class Members who wish to object to the Class Settlement may submit a Notice of
24 Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
25 Objection must be signed and must contain the information that is required, as set forth in the Class
26 Notice, including and not limited to the grounds for the objection. Class Members may also appear
27 at the Final Approval hearing to have their objections to the Class Settlement heard by the Court,
28 regardless of whether they submit a written Notice of Objection.

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

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

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

19 **IT IS SO ORDERED.**

20
21 Dated: _____

By: _____
The Honorable CAROLYN B. KUHL
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Garrido, et al. v. Acorn Engineering Company, et al.
Superior Court of California for the County of Los Angeles
Case No. 19STCV36680

PLEASE READ THIS NOTICE CAREFULLY.

You are receiving this Notice because you worked for Acorn Engineering Company between October 15, 2015 to [date of Preliminary Approval] and may be eligible to take part in a class action settlement.

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 your credited number of Workweeks, if you so choose.

YOU ARE NOTIFIED THAT: A class and PAGA representative action settlement has been reached between Plaintiffs Jenny Garrido, Juan Rivas, Frankie Betancourt, and Jesse Ortiz (“Plaintiffs”) and Defendant Acorn Engineering Company (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the case entitled *Garrido, et al., v. Acorn Engineering Company, et al.*, Superior Court of California for the County of Los Angeles, Case No. 19STCV36680 (“Action”). Please read this Notice carefully, as the settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” means all current and former non-exempt, hourly-paid California employees who were employed by Acorn Engineering Company during the Class Period.

“**Class Member**” means an individual member of the Class.

“**Class Period**” means the time period from October 15, 2015 to [date of Preliminary Approval].

“**Class Settlement**” means the settlement and release of the Released Class Claims.

“**PAGA Group**” means all current and former non-exempt, hourly-paid California employees who were employed by Acorn Engineering Company during the PAGA Period.

“**PAGA Group Member**” means a member of the PAGA Group.

“**PAGA Period**” means the time period from December 8, 2019 to [date of Preliminary Approval].

“**PAGA Settlement**” means the settlement and release of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

In this lawsuit, which commenced October 15, 2019, Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, failing to provide compliant meal and rest breaks and associated premiums, failing to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failing to provide accurate wage statements, failing to keep requisite payroll records, and failing to reimburse business expenses, and thereby engaged in unfair business practices and conduct that is in violation of California Business & Professions Code section 17200, *et seq.*, and engaged in conduct that gives rise to civil penalties under 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 Plaintiffs' 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 Class and Representative Action Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement").

The Court has appointed **Phoenix Class Action Administration Solutions** as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Jenny Garrido, Juan Rivas, Frankie Betancourt, and Jesse Ortiz as the representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Annabel Blanchard
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 to receive your 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 Section III below.

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Breakdown.

The Maximum Settlement Amount is Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Participating Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorney Fees and Costs, consisting of attorneys' fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$1,225,000) and reimbursement of litigation costs and expenses in an amount not to exceed Sixteen Thousand Dollars (\$16,000) to Class Counsel; (2) Service Awards in an amount not to exceed Ten Thousand Dollars (\$10,000) each to Plaintiffs for their services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the amount of Seventy Five Thousand Dollars (\$75,000) for its 75% portion of the PAGA Payment ("LWDA Payment") and the remaining 25%, or Twenty Five Thousand Dollars (\$25,000), will be distributed to the PAGA Group Members on a *pro rata* basis, based on their Workweeks during the PAGA Period (i.e., PAGA Group Member Amount); and (4) Settlement Administration Costs in an amount not to exceed Thirteen Thousand Dollars (\$13,000) to the Settlement Administrator.

B. Calculating Individual Settlement Payments

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement

Amount (“Individual Settlement Payment”) based on total number of calendar weeks Class Members worked at least one shift for Acorn Engineering Company in a non-exempt, hourly-paid position in California from October 15, 2015 to [date of Preliminary Approval] (“Workweeks”). Workweeks will be calculated by counting the number of weekly pay checks issued to each Class Member during the Class Period. Class Members who do not submit a valid and timely Request for Exclusion will be issued payment of their final Individual Settlement Payment and shall be deemed Participating Class Members.

To determine the amount owed to each Participating Class Member, the Settlement Administrator shall divide each Class Member’s individual number of Workweeks by the total number of Workweeks of all Class members worked during the Class Period and multiply the resulting fraction by the Net Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Payment attributed to PAGA Group Members, i.e., \$25,000, (“PAGA Group Member Amount”) based on the PAGA Group Members’ Workweeks worked during the PAGA Period, which will be calculated by the Settlement Administrator by counting the number of weekly pay checks issued to each PAGA Group Member during the PAGA Period. PAGA Group Members shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

To determine the amount owed to each PAGA Group Member, the Settlement Administrator shall divide each PAGA Group Member’s individual number of Workweeks worked during the PAGA Period by the total number of Workweeks of all PAGA Group Members worked during the PAGA Period and multiply the resulting fraction by the PAGA Group Member Amount.

C. Tax Implications

Individual Settlement Payments will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) as non-wage damages and interest which will be reported on an IRS Form 1099 (if necessary). 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 the Individual Settlement Payment. Individual PAGA Payments will be allocated as one hundred percent (100%) civil penalties and will be reported on an IRS Form 1099 (if necessary). Defendant shall be responsible for paying employer payroll taxes on the wage portion of the Individual Settlement Payments in addition to the Maximum Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Participating Class Members and PAGA Group Members 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.**

D. Your Workweeks Based on Defendant’s Records

According to Defendant’s records, you have been credited with [] Workweeks during the Class Period, i.e., from October 15, 2015 to [date of Preliminary Approval].

[if applicable]

According to Defendant’s records, you have been credited with [] Workweeks during the PAGA Period, i.e., from December 8, 2019 to [date of Preliminary Approval].

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter (“Workweeks Dispute”) to the Settlement Administrator. The Workweeks Dispute must: (a) contain the case name and number of the Action; (b) your full name, address, telephone number, signature, and the last four digits of your Social Security Number; (c) clearly state that you dispute the number of Workweeks credited to you and what you believe the correct number to be, along with any include information and/or documentation demonstrating that your updated number of Workweeks is correct; and (d) be submitted on or before the [the Response Deadline] by mail or e-mail to the Settlement Administrator at:

[Settlement Administrator]

[Mailing Address]

[Email address]

E. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

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 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

[if applicable]

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

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

F. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, each and every Participating Class Member, on behalf of themselves and their heirs and assigns, releases the Released Parties from the Released Class Claims that arose during the Class Period.

"Released Class Claims" means any and all claims, damages, or causes of action alleged in, or arising out of, the allegations in the Operative Complaint filed in the Action and which were alleged, or that could have been alleged, by Plaintiffs based on any of the factual allegations contained in the Operative Complaint, including, but not limited to, claims under state, federal (i.e., Fair Labor Standards Act ("FLSA")) or local law, including, but not limited to claims for unpaid wages (including, inter alia, in connection with off-the-clock work, rounding of time, auto-deduction of time, reporting time pay, and split-shift premiums), claims for the failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to non-compliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, the failure to reimburse for business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned. The Released Class Claims specifically include, but are not limited to, all claims arising under California Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802, the applicable Wage Orders of the California Industrial Welfare Commission, California Business and Profession Code sections 17200, *et seq.*, California Code of Civil Procedure section 1021.5, and California common law of contract, interest and claims for attorney's fees relating in any way to those claims alleged and mentioned in the Operative Complaint.

A Participating Class Member's cashing of the Individual Settlement Payment check will be considered a consent and opt-in to the settlement of all federal wage and hour claims under the FLSA which are encompassed within these Released Class Claims, and each Participating Class Member who cashes his or her Individual Settlement Payment check will waive his or her rights to bring such claims under the FLSA which arose during the Class Period.

Upon the Effective Date and full funding of the Maximum Settlement Amount, an except as to such rights or claims as may be created by this Settlement Agreement, each and every PAGA Group Member, on behalf of themselves and their heirs and assigns, and Plaintiffs Juan Rivas, Frankie Betancourt, and Jesse Ortiz, on behalf of the State of California, releases the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

"Released PAGA Claims" means any and all claims for civil penalties under the Private Attorneys General Act based

on the California Labor Code violations alleged in the PAGA Notices; those being 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, 2802, 2698, *et seq.*, the IWC Wage Orders, including IWC Wage Orders 1-2001, 4-2001, 7-2001 and 16-2001, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices.

“Released Parties” means Defendant, its past, present, and/or future owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, shareholders, employees, attorneys, insurers, assigns, shareholders, successors, predecessors, agents, parent entities, subsidiary entities, or affiliated entities, DBAs, franchisors, and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors and agents.

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

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the 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 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 Group Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or PAGA Group Member, 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 letter (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) your full name, signature, and the last four digits of your Social Security Number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by mail or e-mail on or before **[Response Deadline]** to the Settlement Administrator at::

[Settlement Administrator]

[Mailing Address]

[Email address]

If the Court grants final approval of the Settlement and you submitted a valid and timely Request for Exclusion, you will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described above), and will not have any right to object to, appeal, or comment on the Class Settlement. Furthermore, if you do not submit a valid and timely Request for Exclusion, you will be deemed a Participating Class Member and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described above, as well as the contemplated judgment to be entered by the Court. However, consistent with applicable law, if you are a PAGA Group Member, you may not exclude yourself from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release Released PAGA Claims described above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement).

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 (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

The Notice of Objection must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail or e-mail to the Settlement Administrator at the specified address or email address postmarked or e-mailed on or before **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, 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 Attorney Fees and Costs to Class Counsel, Service Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Group 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 other court records in the Action for a fee by visiting the civil clerk’s office, during business hours (you must make an appointment prior to visiting the civil clerk’s office), located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, or online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find information regarding the Court’s most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/laccligibility/ui/civil.aspx?casetype=ci>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

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.**