

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

EDUARDO LEE, 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

Plaintiff,

v.

DEL MONACO FOODS, INC., an unknown
business entity; DEL MONACO
SPECIALTY FOODS, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19CV347471

Honorable Sunil R. Kulkarni
Department 1

CLASS ACTION

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

Date: March 10, 2022
Time: 1:30 p.m.
Department: 1

Complaint Filed: May 3, 2019
FAC Filed: November 12, 2019
SAC Filed: March 1, 2021
Trial Date: None Set

1 This matter has come before the Honorable Sunil R. Kulkarni in Department 1 of the
2 Superior Court of the State of California, for the County of Santa Clara, on March 10, 2022 at 1:30
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Edwardo Lee ("Plaintiff"), individually and on behalf of
5 all others similarly situated and other aggrieved employees and Ogletree, Deakins, Nash, Smoak &
6 Stewart appears as counsel for Defendants Del Monaco Foods, Inc. and Del Monaco Specialty
7 Foods, Inc. ("Defendants").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "EXHIBIT 1" to the Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary
15 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the 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 Award, Service Award, LWDA Payment, Settlement Administration Costs, and
3 payments to the Settlement 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 are
7 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 relating to certification, liability, and damages issues.

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

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

21 All current and former hourly-paid or non-exempt employees who worked for any
22 of the Defendants within the State of California at any time during the period from
23 May 3, 2015 through the Preliminary Approval Date.

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

26 8. The Court provisionally appoints Plaintiff Edwardo Lee as the representative of the
27 Class (“Class Representative”).

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

1 10. Within twenty (20) calendar days after the Preliminary Approval Date, Defendants
2 shall provide the Settlement Administrator with the following information about each Class
3 Member: full name, last known address, last known telephone number, Social Security number, and
4 information sufficient to allow the Settlement Administrator to calculate the number of Workweeks
5 for all Class Members during the Class Period (collectively referred to as the “Class Data”) in
6 conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action and
8 PAGA Settlement (“Notice”) attached hereto as “**EXHIBIT 1.**” The Notice shall be provided to
9 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
10 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
11 of Class Members’ right to be excluded from the Settlement by submitting an opt out request, of
12 Class Members’ right to dispute the Workweeks credited to each of them, and of each Settlement
13 Class Member’s right and opportunity to object to the Settlement by serving an objection to the
14 Settlement Administrator. The Court further finds that distribution of the Notice substantially in the
15 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
16 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
17 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
18 Settlement Administrator to mail the Notice by First-Class U.S. mail to all Class Members within
19 twenty (20) calendar days after the Preliminary Approval Date, pursuant to the terms set forth in the
20 Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
23 to be excluded from the Settlement by submitting a timely written Request for Exclusion in
24 conformity with the requirements set forth in the Notice, to the Settlement Administrator,
25 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of
26 the Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Notice, the
27 Response Deadline will be fifteen (15) calendar days from the original forty-five (45) calendar day
28 deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the

Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 1 of the Santa Clara County Superior Court, located at Downtown Superior Courthouse, 191 North First Street, San Jose, California 95113, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Class Counsel Award, Class Representative Service Award, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Award, Class Representative Service Award, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Settlement, a Class Member must serve the Settlement Administrator with a written statement of objection ("Notice of Objection") on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Notice, including and not limited to the grounds for the objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or

1 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
2 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
3 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
4 implementation, interpretation, or enforcement of the Settlement.

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

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

14 **IT IS SO ORDERED.**

15
16 Dated: _____

By:

The Honorable SUNIL R. KULKARNI
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Edwardo Lee v. Del Monaco Foods, Inc., et al.
Superior Court of California for the County of Santa Clara, Case No. 19CV347471

**THIS IS A COURT-AUTHORIZED NOTICE.
IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.**

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reach 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 settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

GENERAL INFORMATION

1. Why did I get this notice?

A class and representative action settlement has been reached between Plaintiff Edwardo Lee ("Plaintiff") and Defendants Del Monaco Foods, Inc. and Del Monaco Specialty Foods, Inc. ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled, *Edwardo Lee v. Del Monaco Foods, Inc., et al.*, Santa Clara Superior Court, Case No. 19CV347471 ("Action"), which may affect your legal rights. On **[Preliminary Approval Date]**, the Court granted preliminary approval of the settlement and scheduled a hearing on **[date]** at **[time]** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

The Settlement is on behalf of a proposed class defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the Class Period ("Class"). Members of this class are defined as "Class Members."

You received this notice because Defendants' records show that you worked for one of the Defendants as an hourly-paid or non-exempt employee at any time during the period from May 3, 2015 until **[Preliminary Approval Date]** ("Class Period"), and thus that you are a Class Member. This notice explains the Action, the settlement, your legal rights, the benefits available for you, your eligibility for benefits, and how you obtain them.

2. What is this Action about?

On May 3, 2019, Plaintiff Edwardo Lee commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Santa Clara Superior Court, Case No. 19CV347471. On November 17, 2020, Plaintiff provided written notice by certified mail ("PAGA Letter") to the California Labor and Workforce Development Agency ("LWDA") of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims. On November 12, 2019, Plaintiff filed a First Amended Class Action Complaint for Damages. On March 1, 2021, Plaintiff filed a Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (the "Operative Complaint"). Plaintiff alleges that Defendants violated sections of the California Labor Code and the California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to pay all minimum and overtime wages due, failed to provide

compliant meal and rest breaks, failed to pay all due final wages upon termination, failed to provide compliant wage statements, failed to keep requisite payroll records, failed to reimburse for all business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and

Defendants deny the allegations in the Action and the PAGA Letter and contend that it complied with the law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case the Plaintiff), sues on behalf of people who appear to have similar claims, in this case the “Class Members” defined above. One court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Action is before the Superior Court of California for Santa Clara County (the “Court”).

4. How do I know if I am part of the Settlement?

If you are included in the definition of a Class Member, then you can participate in the Settlement.

5. Who is Class Counsel?

The Court has appointed Class Counsel listed below to represent your interests in this case:

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

6. What is the settlement amount and how will the Individual Settlement Payment be calculated?

The Settlement provides that Defendants will pay the amount of seven hundred thousand dollars (\$700,000.00) (the “Maximum Settlement Amount”). The “Net Settlement Amount” is the portion of the Maximum Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion (“Settlement Class Members”). The Net Settlement Amount is the Maximum Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Class Counsel Award to Class Counsel:** Not to exceed thirty-five percent (35%) of the Maximum Settlement Amount;
- B. **Litigation Costs/Expenses to Class Counsel:** Not to exceed twenty-five thousand dollars (\$25,000.00);
- C. **Service Award to the Class Representative:** Not to exceed ten thousand dollars (\$10,000.00);
- D. **Settlement Administration Costs:** Not to exceed fifteen thousand dollars (\$15,000.00);
- E. **PAGA Penalties:** Fifty thousand dollars (\$50,000.00), of which seventy-five percent (75%), or thirty-seven thousand five hundred dollars (\$37,500.00) shall be paid to the LWDA, and the remaining twenty-five percent (25%), or twelve thousand five hundred dollars (\$12,500), will remain part of the Net Settlement Amount and distributed to Settlement Class Members.

The portion of the Net Settlement Amount that you are eligible to receive (“Individual Settlement Payment”) will be determined on a *pro rata* basis, based on the number workweeks you worked in California as a Class Member during the Class Period (“Workweeks”). More specifically, “Workweek” means a consecutive seven (7) day period starting on and including Monday through and including Sunday during which time the Class Data reflects that you (a Class Member) worked any amount of time, and does not include weeks when you (a Class Member) were on paid-time-off, a leave of absence, jury duty, or the like for the entire 7-day period. Each Class Member is credited with at least one (1) Workweek.

Your Individual Settlement Payment will be apportioned as twenty-five percent (25%) for wages and seventy-five percent (75%) for non-wage income, penalties, and interest. Each Individual Settlement Payment will be subject to reduction for any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.) on the wages portion of the Individual Settlement Payment and will be reported on a W-2 Form. Employer-side payroll taxes will be paid separately and in addition to the Maximum Settlement Amount by Defendants. The penalties and interest portions of each Individual Settlement Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

7. How much will my Individual Settlement Payment be?

You worked [] Workweeks during to your employment with the Defendants during the Class Period. Your estimated Individual Settlement Payment is [\$]. The amount of your Individual Settlement Payment may change depending on the number of timely and valid Requests for Exclusion are submitted in the Settlement, if any. This amount is only an estimate. The actual Individual Settlement Payment you receive may be slightly more or less than the estimated amount shown.

Your estimated Individual Settlement Payment was determined based on Defendants’ record of your employment during the relevant Class Period.

8. What can I do if I think that the calculation of my Workweeks is wrong?

If you dispute the accuracy of the calculation of the number of Workweeks that you worked during the Class Period, you must contact the Settlement Administrator, by mail, and provide the following: (1) the case name and number of the Action (*Edwardo Lee v. Del Monaco Foods, Inc., et al.*, Case No. 19CV34747); (2) your name, address, and the last four (4) digits of your Social Security number and/or Employee ID number; (3) the number of Workweeks you contend is the correct number to be credited to you; and (4) any documentation you have supporting your challenge of the calculation, and supporting your calculation. Submission of this information and documents must be postmarked **on or before [Response Deadline]**, at the address listed below.

All disputes regarding your Workweeks will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]

[Address]

HOW CAN I GET A PAYMENT?

9. How do I get my Individual Settlement Payment?

You do not need to do anything to get your Individual Settlement Payment after the Court approves the Settlement. You must notify the Settlement Administrator of any change or correction in your contact information. **It is your responsibility to keep the Settlement Administrator informed of any change in your address.**

10. What am I giving up to get an Individual Settlement Payment?

Unless you elect to exclude yourself from the Settlement, you will be bound by all terms of the Settlement and any judgement that may be entered by the Court based thereon and remain a Settlement Class Member for the settlement, which means that you will not be able to sue or be part of any other lawsuit against the “Released Parties” for any of the “Released Claims” in this Action. Specifically, you will be giving up or “releasing” the “Released Claims” described below:

“Released Claims” by Settlement Class Members means all claims, causes of action, and factual or legal theories alleged in the Action and the PAGA Letter, or reasonably could have been alleged based on the facts and legal theories alleged in Action and the PAGA Letter, including all of the following legal claims: (i) any and all claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct regular rates to include the use of commissions, non-discretionary bonuses, and other performance pay; (ii) any and all claims for meal period violations, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages, including premiums at the proper rates, and the alleged failure to properly record meal breaks; (iii) any and all claims for rest break violations, including claims for late, short, interrupted and/or missed rest breaks and/or the failure to pay premium wages, including premiums at the proper rates; (iv) any and all claims for unreimbursed expenses, including, but not limited to, expenses incurred for all costs incurred to comply with Defendants’ dress code, the costs of necessary personal protective equipment (including insulated pants, thick gloves, and thick socks), the costs of the use of personal cell phones for business related purposes, and mileage; (v) any and all claims for improper or inaccurate itemized wage statements, including any alleged violations of California Labor Code sections 226(a)(1)-(9), and including claims for injuries suffered therefrom; (vi) any and all claims for waiting time penalties under California Labor Code section 203 based on the facts, claims, causes of action, or legal theories alleged in the Complaint; (vii) any and all claims regarding the alleged failure to maintain required records in violation of California Labor Code §§ 226, 1174 and the applicable IWC Wage Order; (viii) and any and all claims under the California Business & Professions Code (including section 17200 et seq.) premised on the facts, claims, or legal theories described herein or in the Action; (ix) any other claims and penalties under the wage and hour laws pleaded in the Complaint, including penalties for alleged violations of Sections 551 and 552 of the California Labor Code; (x) any and all damages, penalties, interest and other amounts recoverable under California and federal law, including the California Labor Code, as to the facts and theories alleged in the Complaint; and (xi) all claims for civil penalties under the PAGA alleged in the Complaint and the PAGA Letter, including alleged violations of Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable IWC Wage Order (collectively, the “Released Claims.”) The period of the release shall extend to the limits of the Class Period.

“Released Parties” means Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

RIGHTS AND OPTIONS AS A CLASS MEMBER

11. How can I exclude myself from the Settlement?

If you want to exclude yourself from the Settlement and not receive any payments as a result of the Settlement, then you must submit a formal request to be excluded from the Settlement (“Request for Exclusion”) in conformity with the requirements described here. **If you exclude yourself, you will not receive an Individual Settlement payment.**

To exclude yourself from the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator. A Request for Exclusion must: (1) state the case name and number of the Action (*Edwardo Lee v. Del Monaco Foods, Inc., et al.*, Case No. 19CV34747); (2) clearly state that you request to be excluded from the Settlement; (3) contain your name, address, and the last four (4) digits of your Social Security number and/or Employee ID number; (4) be signed by you; and (5) be mailed to the Settlement Administrator, postmarked by [Response Deadline], at the address specified in Section 8 above. Requests for Exclusion which are postmarked after the Response Deadline will not be accepted.

12. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you timely submit a Request for Exclusion, you give up the right to sue Defendants and the Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer immediately.

13. How can I object to the Settlement?

If you are a Settlement Class Member (i.e., you have not submitted a written Request for Exclusion), you can object to the Settlement and give your reasons to the Court for why you think the Court should not approve it. Settlement Class Members who wish to object to the Settlement Agreement must mail a written statement of objection ("Notice of Objection") to the Settlement Administrator, postmarked by [Response Deadline], at the address specified in Section 8 above. The Notice of Objection must: (1) be signed by you; (2) state the case name and number of the Action (*Edwardo Lee v. Del Monaco Foods, Inc., et al.*, Case No. 19CV34747), your name, address, and the last four (4) digits of your Social Security number and/or Employee ID number; (3) contain the basis and/or grounds for the objection; and (4) state whether you intend to appear at the Final Approval Hearing. You may also appear at the Final Approval Hearing on [DATE] at [TIME] if you wish to make an objection, even if you do not submit a written Notice of Objection.

14. What is the difference between objecting and being excluded?

Objecting is telling the Court that you do not like something about the Settlement. You may only object if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you submit a Request for Exclusion, you cannot object to the Settlement Agreement.

Any Class Member who requests to be excluded from the Settlement will not be entitled to any recovery under the Settlement Agreement and will not be bound by its terms or have any right to object, appeal, or comment on it.

FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2022, in Department 1 of the Superior Court of California for the County of Santa Clara, located at the Downtown Superior Courthouse, 191 North First Street, San Jose, California 95113, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award the Class Counsel Award to Class Counsel, the Class Representative Service Award to Plaintiff, and Settlement Administration 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, although you may appear remotely if you wish to.

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.sccscourt.org/general_info/news_media/covid19.shtml.

16. How will I learn if the Settlement is approved?

A notice of final judgment will be posted on the Settlement Administrator website located at [www. \[REDACTED\] .com](http://www. [REDACTED] .com).

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, you will be bound by the terms of the Settlement as approved by the Court, and you will release the Released Claims described in Section 10 above.

GETTING MORE INFORMATION

18. Who may I contact if I have questions about the Settlement?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you may review the 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 online by entering the Case Number “19CV347471” on the Court’s website (<https://portal.scscourt.org/search>) under the Case Number Search tab. Please note, some documents are now available at no cost but the Court may charge fees to access documents in the future.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS’ MANAGERS, SUPERVISORS, OR THEIR ATTORNEYS FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

ADDITIONAL IMPORTANT INFORMATION

19. The Defendants support the Settlement, and will not retaliate in any manner whatsoever against any Class Member, whether they choose to stay in the Class as a Settlement Class Member and receive an Individual Settlement Payment, or request to be excluded from the Settlement, or object to the Settlement.

20. It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment installments will be sent.

21. Individual Settlement Payment checks must be cashed soon after receipt. If the Settlement is approved, you will be mailed your Individual Settlement Payment check. The check will remain valid and negotiable for one hundred eighty (180) days after the date it is issued. If you do not cash the check sent for your Individual Settlement Payment within one hundred eighty (180) days, these funds will be sent to the California State Controller and held by the State Controller’s Office Unclaimed Property Fund on your behalf.