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

REVERIANO DIAZ, 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,

vs.

101 PHOENIX, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV36090

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

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

Date: February 15, 2022
Time: 11:00 a.m.
Department: SSC-12

Complaint Filed: September 22, 2020
FAC Filed: January 11, 2021
Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department SSC-12 of the
2 Superior Court of the State of California, for the County of Los Angeles, Spring Street Courthouse,
3 on February 15, 2022 at 11:00 a.m., for Plaintiff's Motion for Preliminary Approval of Class Action
4 Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Reveriano Diaz ("Plaintiff"),
5 individually and on behalf of all others similarly situated and other aggrieved employees and
6 Sheppard, Mullin, Richter & Hampton LLP appears as counsel for Defendant 101 Phoenix, Inc.
7 ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

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

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

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
24 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
25 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
26 further prosecution of the case. It further appears that the Settlement has been reached as the result
27 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.
28

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Class Representative Enhancement Payment, Settlement Administration
3 Costs, LWDA Payment, and payments to the Participating Class Members provided thereby, appear
4 to be within the range of reasonableness of a settlement that could ultimately be given final approval
5 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Class Members are fair, adequate, and reasonable when balanced against the probable outcome of
8 further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel 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 non-exempt hourly employees who were employed by
22 Defendant 101 Phoenix, Inc. in the State of California at any time during the period
from September 22, 2016 through October 1, 2021.

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

25 8. The Court provisionally appoints Plaintiff Reveriano Diaz as the representative of
26 the Class ("Class Representative").

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

1 10. Within fourteen (14) calendar days of the date of this Order, Defendant shall provide
2 the Settlement Administrator with the following information formatted in a readable Microsoft
3 Office Excel spreadsheet about each Class Member: each Class Member's full name, most recent
4 mailing address, telephone number, Social Security number, dates of employment (i.e., hire date and
5 termination date, if applicable), the total number of Workweeks worked for each Class Member
6 during the Class Period (collectively referred to as the "Class List") in conformity with the
7 Settlement Agreement.

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

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
24 to be excluded from the Settlement by submitting a timely and valid Request for Exclusion to the
25 Settlement Administrator, postmarked no later than the date which is forty-five (45) calendar days
26 from the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline"),
27 or, in the case of a re-mailed Class Notice by the Settlement Administrator, the Response Deadline
28 will be extended fifteen (15) calendar days. 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., Participating Class Members) 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 SSC-12 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, 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 Attorneys' Fees and Costs, Class Representative Enhancement Payment, LWDA Payment, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Class Representative Enhancement Payment, LWDA Payment, 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 file a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel) within the Response Deadline. For the Notice of Objection to be complete and timely, it must contain the objector's full name, signature, address, telephone number and a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

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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 retains jurisdiction to consider all further applications arising out of or connected with
18 the Settlement.

19 **IT IS SO ORDERED.**

20
21 Dated: _____

22 By: _____
23 The Honorable Carolyn B. Kuhl
24 Judge of the Superior Court
25
26
27
28

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Diaz v. 101 Phoenix, Inc.
Superior Court of California, County of Los Angeles, Case No. 20STCV36090

**PLEASE READ THIS NOTICE CAREFULLY
IT MAY AFFECT YOUR LEGAL RIGHTS
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

YOU ARE NOTIFIED THAT: A class and representative action settlement (the “Settlement”) has been reached between Plaintiff Reveriano Diaz (“Plaintiff”) and Defendant 101 Phoenix, Inc. (“Defendant”) in the case entitled *Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090 (the “Action”). The Settlement affects your legal rights, as discussed further below. 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. Introduction

Defendant’s records show that you were employed by Defendant in the State of California as a non-exempt hourly employee at some time during the period from September 22, 2016 through October 1, 2021, and therefore are a Class Member in this Action. As a Class Member, you may be entitled to money under the Settlement and, if so, unless you request exclusion from the Settlement, your legal rights will be affected. The purpose of this Notice is to

- (1) describe the Action,
- (2) inform you of the terms of the Settlement, and
- (3) inform you of your rights and options in connection with the Settlement.

II. Who is affected by the proposed Settlement?

All current and former non-exempt hourly employees who were employed by Defendant 101 Phoenix, Inc. in the State of California at any time during the period from September 22, 2016 through October 1, 2021 (“Class Members”).

III. What is this case about?

On September 22, 2020, Plaintiff filed a putative class action against Defendant in a case entitled *Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090. The Class Action Complaint for Damages filed on September 22, 2020 (“Class Complaint”) alleges that Defendant violated various wage-and-hour laws, including: by failing to pay overtime, failing to provide compliant meal periods and associated premiums, failing to provide compliant rest period and associated premiums, failing to pay minimum wages, failing to pay final wages timely, failing to pay wages timely during employment, failing to provide compliant wage statements, failing to keep requisite payroll records, failing to reimburse for business expenses, and engaging in unfair business practices in violation of California Business and Professions Code § 17200 et seq.

On January 11, 2021, Plaintiff filed a first amended complaint, entitled Class Action Complaint for Damages & Enforcement Under the Private Attorney General Action, California Labor Code § 2698, Et Seq. (“Amended Complaint”). The Amended Complaint alleges the same wage-and-hour violations as alleged in the Class Complaint, but also includes a representative action against Defendant for civil penalties pursuant to the Private Attorneys General Action, California Labor Code § 2698 et seq. (“PAGA”).

In the Action, Plaintiff seeks, among other things, the recovery of allegedly unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys’ fees, and costs.

Defendant denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with the law.

Plaintiff and Defendant (collectively referred to as the “Parties”), participated in a full-day mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into a Stipulation and Settlement of Class Action and Private Attorneys General Act Representative Claims (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [date of Preliminary Approval]. The Court has preliminarily appointed Plaintiff Reveriano Diaz as representative of the Class (“Class Representative”), and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

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

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment. You have the opportunity to opt-out or object to the Class Settlement if you so choose, as explained more fully in Section IV below. Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement will be bound to the Class Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Action have merit or that the Defendant has any liability to the Plaintiff or to the Class Members. Plaintiff 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 the Class Members, State of California, and aggrieved employees.

IV. What are the Settlement terms?

Settlement Amount and Other Payments

The total settlement amount is Two Hundred Sixty-One Thousand One Hundred Eighty Dollars (\$261,180.00) (the “Gross Settlement Amount”). The portion of the Gross 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 Gross Settlement Amount less the following payments, which are subject to approval by the Court:

(1) **Attorneys’ Fees and Costs**, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$91,413.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) to Class Counsel;

(2) **Class Representative Enhancement Payment**, in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Reveriano Diaz in consideration for his obligations under the Settlement and in recognition of his effort and work in prosecuting the Action;

(4) **Settlement Administration Costs**, in an amount not to exceed Four Thousand Dollars (\$4,000.00) to Simpluris, Inc., the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement (the "Settlement Administrator"); and

(3) **LWDA Payment**, the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") in connection with the claims asserted under the California Private Attorneys General Act of 2004 ("PAGA"), which is Thirty Thousand Dollars (\$30,000.00) constituting seventy-five percent (75%) of the allocation for civil penalties under PAGA in the amount of Forty Thousand Dollars (\$40,000.00) (the "PAGA Settlement Amount").

Note: the remaining 25% of the PAGA Settlement Amount (i.e., Ten Thousand Dollars (\$10,000.00)) will remain a part of the Net Settlement Amount and distributed to Participating Class Members.

Calculation of Individual Settlement Payments

Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be entitled to a share of the Net Settlement Amount ("Individual Settlement Payment"). Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks during the Class Period that a Class Member was engaged in any productive work activity for which they were paid, not including leaves of absence or paid time off, to be calculated by Defendant by reviewing available payroll and timekeeping data ("Workweeks"). Specific calculations of Individual Settlement Payments will be made as follows:

(a) The total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period, will be determined.

(b) To determine each Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's Individual Settlement Payment will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall recalculate the Workweek Value excluding the Workweeks of those who have excluded themselves and proportionately increase the Individual Settlement Payment for each Participating Class Member accordingly, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement.

Tax Matters

For taxation purposes, the Individual Settlement Payment to each Class Member shall be allocated seventy percent (70%) to penalties and interest to be reported on an IRS 1099 Form; and thirty percent (30%) to wages to be reported on a IRS W-2 Form. Each Individual Settlement Payment will be subject to reduction for employee-side taxes, withholdings, and deductions with respect to the wages portion of the Settlement. The employer's portion of any payroll taxes and contributions with respect to the wages portion of the Settlement will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Releases

Upon the date on which the Court entering an order granting final approval of the Settlement and a final judgment based thereon becomes final, and full funding of the Gross Settlement Amount, all Class Members who do not timely submit a valid Request for Exclusion (i.e., Participating Class Members) shall fully and finally release the Released Parties of the Class Released Claims, as defined below.

“Class Released Claims” means all claims asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged, as amended. The Class Released Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed meal period and rest-period premiums, including failure to pay premiums at the regular rate of compensation; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; attorneys’ fees and costs; all claims related to the Class Released Claims which are asserted in the Complaints or which could have been asserted based on the factual allegations pled in the Complaints arising under: the California Labor Code (including, but not limited to, Sections 90.5, 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, and 2802); Wage Orders 4-2001, 5-2001, and 7-2001 of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004; the California Business and Professions Code Section 17200, et seq.; the FLSA, 29 U.S.C. § 201 et seq.; and federal common law. This release excludes the release of claims not permitted by law.

“Released Parties” means and includes 101 Phoenix, Inc., and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

All Participating Class Members are bound by this release. Class Members will be bound by this release unless they formally and timely request exclusion from the Settlement.

V. How much will I receive under the Settlement?

If you do nothing, you will be deemed part of the Settlement Class, you will be issued payment from the Settlement, and you will release all Released Claims, as described in this Notice.

Based on Defendant’s internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

You worked <<Workweeks>> weeks during the time period from September 22, 2016 to October 1, 2021.

Your estimated gross Individual Settlement Share is <<estimated amount>>.

If you wish to dispute the Workweeks credited to you, you must submit a written letter to the Settlement Administrator that: (i) makes reference to the name and number of the case (*Reveriano Diaz v. 101 Phoenix, Inc.*, Los Angeles County Superior Court, Case No. 20STCV36090); (ii) includes your full name (including your full name at the time of employment for Defendant), signature, current address, and telephone number; (iii) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; and (iv) includes information and/or attaches

documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct.

The Workweek dispute must be submitted to the Settlement Administrator at the address specified below and postmarked on or before [Response Deadline]. The date of the postmark will be the exclusive means to determine whether a Workweek dispute has been timely submitted. All such Workweek disputes are to be resolved not later than fourteen (14) calendar days after [Response Deadline].

Settlement Administrator
<<Case Name>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

If your Workweek dispute is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Workweek dispute valid. You will have until the later of (a) [Response Deadline] or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Workweek dispute. If the revised Workweek dispute is not postmarked within that period, it will be deemed untimely.

If you dispute the number of Workweeks credited to you, Defendant's records, to the extent available, will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and shall determine the number of Workweeks that should be credited to you and/or the Individual Settlement Payment to which you may be entitled. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

To ensure receipt of your payment, **it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address**, and you may do so by contacting the Settlement Administrator by mail at the address listed above.

VI. What are my options in this matter?

You have three options under this Settlement, each of which is further discussed below. You may: (A) choose to be a Participating Class Member; (B) exclude yourself from the Settlement; or (C) object to the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you remain a Participating Class Member, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Participate in the Settlement and Receive Payment.

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

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

As a Class Member, you will not be separately responsible for the payment of attorneys' 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.

OPTION B. Request to Be Excluded from the Settlement.

If you do not wish to participate in the Settlement, you must submit a letter to the Settlement Administrator indicating a request to be excluded from the Settlement ("Request for Exclusion"). Any Class Member wishing to opt-out from the Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator within the Response Deadline.

For the Request for Exclusion to be valid, it must include your full name, signature, current address, telephone number and a written statement requesting to be excluded from the Settlement.

The Request for Exclusion must be submitted to the Settlement Administrator at the address specified below and postmarked on or before [Response Deadline]. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

Settlement Administrator
<<Case Name>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

If your Request for Exclusion is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Request for Exclusion valid. You will have until the later of (a) [Response Deadline] or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

If you do not timely submit a signed Request for Exclusion (as evidenced by the postmark), your Request for Exclusion will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement if the Settlement is granted final approval by the Court. If you timely submit a signed Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement, and you will not be entitled to or permitted to object to the Settlement.

OPTION C. Objecting to the Settlement.

If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to the settlement by filing a written objection ("Notice of Objection") with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court).

For the Notice of Objection to be complete and timely, it must contain your full name, signature, current address, telephone number and a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

The Notice of Objection must be submitted to the Settlement Administrator at the address specified below and postmarked on or before [Response Deadline]. The date of the postmark on the return mailing

envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted.

Settlement Administrator
<<Case Name>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

If your Notice of Objection is defective as to the requirements listed herein, you will be given an opportunity to cure the defect(s). The Settlement Administrator will mail you a cure letter within three (3) business days of receiving the defective submission to advise you that your submission is defective and that the defect must be cured to render the Notice of Objection valid. You will have until the later of (a) [Response Deadline] or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Notice of Objection. If the revised Notice of Objection is not postmarked within that period, it will be deemed untimely.

You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. **Please note, even if you submit an objection, you will be bound by the terms of the Settlement unless the Court does not approve the Settlement.**

VII. What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, Class Counsel's request for Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the Settlement Administration Costs, and the PAGA Settlement Amount on _____, 2022 at X:XX x.m., in Department 12 of the Superior Court of California for the County of Los Angeles, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued. In the event the Final Approval Hearing is continued, Participating Class Members who filed an objection will receive notice of the new hearing date. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

VIII. How can I get 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 Clerk's Office (Room 255) at the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. Some documents and information regarding the Action can also be accessed online for free or at a minimal charge at the Los Angeles County Superior Court's website, using the Public Portal system, at the following web address: <https://www.lacourt.org/casesummary/ui/>

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.