

1 Edwin Aiwasian, Esq. (SBN 232943)
2 Arby Aiwasian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 Annabel Blanchard (SBN 258135)
5 **LAWYERS for JUSTICE, PC**
6 410 West Arden Avenue, Suite 203
7 Glendale, California 91203
8 Telephone: (818) 265-1020
9 Facsimile: (818) 265-1021

Attorneys for Plaintiff Shaun Gonzales

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SHAUN GONZALES, 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.

CHAMPION FIRE SYSTEMS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. CIVSB2028336

Honorable David S. Cohn
Department S26

CLASS ACTION

**DECLARATION OF LINDSAY KLINE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: September 29, 2022
Time: 10:00 a.m.
Department: S26

Complaint Filed: December 28, 2020
FAC Filed: May 3, 2021
Trial Date: None Set

DECLARATION OF LINDSAY KLINE

I, LINDSAY KLINE, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5635. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was appointed by the Court to provide settlement administration services in the *Shaun Gonzales v. Champion Fire Systems, Inc.*, case ("Settlement"). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice of Class Action Settlement to Class Members; (e) receiving and validating Requests for Exclusion, Objections or Disputes of Workweeks submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Notice of Class Action Settlement for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. Spanish-speaking representatives are available during normal business hours. The toll-

1 free telephone number included in the Notice of Class Action Settlement was (888) 369-3780 and was
2 live on July 8, 2022.

3 NOTIFICATION TO THE CLASS

4 5. On June 8, 2022, Simpluris received the Court-approved Notice of Class Action
5 Settlement (hereafter, "Class Notice"). The Class Notice advised Class Members of their right to
6 request exclusion from the Settlement, object to the Settlement, dispute workweeks, do nothing, and the
7 implications of each such action. The Class Notice advised Class Members of applicable deadlines and
8 other events, including the Final Approval Hearing, and how Class Members could obtain additional
9 information.

10 6. On June 17, 2022, Defense Counsel provided Simpluris with a mailing list ("Class List")
11 containing Class Members' names, most recent mailing address, Social Security numbers and dates of
12 employment for each Class Member during the Class Period. The Class List contained data for sixty-
13 one (61) Class Members.

14 7. The mailing addresses contained in the Class List were processed and updated utilizing
15 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The
16 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
17 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
18 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate eight
19 (8) updated addresses using NCOA prior to the mailing of the Class Notice.
20

21 8. On July 8, 2022, Class Notice was mailed to sixty-one (61) Class Members with
22 addresses contained in the Class List via First Class mail or updated via the NCOA search. A copy of
23 the Class Notice is attached hereto as **Exhibit A**.

24 9. A total of three (3) Class Notices were returned to Simpluris. Of these, none (0) were
25 returned with a forwarding address. If a Class Member's Class Notice was returned by the USPS as
26 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.,
27 skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis.
28 Simpluris used the Class Member's name and previous address to locate a current address. Through

1 the advanced address searches, Simpluris was able to locate two (2) updated addresses and Simpluris
2 promptly mailed a Class Notice to those updated addresses. Ultimately, there is one (1) Class Notice
3 that remains undeliverable.

4 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

5 10. The deadline for Class Members to submit a Request for Exclusion, Object to the
6 Settlement or Dispute Workweeks was August 22, 2022.

7 11. As of this date, Simpluris has not received any Requests for Exclusion from Class
8 Members.

9 12. As of this date, Simpluris has not received any Objections to the Settlement from Class
10 Members.

11 13. As of this date, Simpluris has not received any Disputes regarding Workweeks from
12 Class Members.

13 **CLASS MEMBER AWARDS**

14 14. As of this date, there are sixty-one (61) Class Members who will be paid their portion of
15 the Net Settlement Fund.

16 15. The total Workweeks worked by all Settlement Class Members during the Class Period
17 is 5,453.58.

18 16. The Net Settlement Fund of \$118,750.00 available to pay Class Members was
19 determined by subtracting the Class Counsel's Fees (\$113,750.00), Class Counsel's Litigation Costs
20 (\$7,000.00), Named Plaintiff's Enhancement Payment (\$12,500.00), LWDA payment (\$52,500.00),
21 Employee PAGA Amount (\$17,500.00) and the Administration Costs (\$3,000.00) from the Maximum
22 Settlement Amount (\$325,000.00).

23 17. The ***average estimated total payment*** is \$2,233.61, and the ***highest estimated total***
24 ***payment*** is \$7,133.89.

25 18. The ***average estimated Class payment*** is \$1,946.72, and the ***highest estimated Class***
26 ***payment*** is \$6,208.83.
27
28

19. The *average estimated PAGA payment* is \$460.53, and the *highest estimated PAGA payment* is \$925.05.

ADMINISTRATION COSTS

20. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$3,000.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st day of September 2022, in Costa Mesa, CA.


Lindsay Kline

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Gonzales v. Champion Fire Systems, Inc.

Superior Court of California for the County of San Bernardino, Case No. CIVSB2028336

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, 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.

«IMbJullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

SIMID «SIMID»

«Address1» «Address2»

«City» «State» «Zip» «ZipDPC3»

«City», «State» «Zip»-«ZipDPC3»

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Shaun Gonzales (“Plaintiff”) and Defendant Champion Fire Systems, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Shaun Gonzales v. Champion Fire Systems, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2028336 (“Action”), which may affect your legal rights. On June 8, 2022, the Court granted preliminary approval of the settlement and scheduled a hearing on September 29, 2022 at 10:00 a.m. (“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 hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

“Class Member” means a member of the Class.

“Class Period” means the time period from December 28, 2016 through June 8, 2022.

“Class Settlement” means the settlement and release of Released Class Claims (described in Section III.D below).

“PAGA Members” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

“PAGA Settlement” means the settlement and release of Released PAGA Claims (described in Section III.D below).

“PAGA Period” means the time period from December 16, 2019 June 8, 2022.

II. BACKGROUND OF THE ACTION

On December 16, 2020, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that he contends were violated (“LWDA Letter”). On December 28, 2020, Plaintiff filed a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2028336. On May 3, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“First Amended Complaint”). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal

Page 1 of 6

Notice of Class Action Settlement

Questions? Please call: (888) 369-3780

and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

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

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On June 8, 2022, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Shaun Gonzales as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
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 need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA 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 and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$113,750.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Seven Thousand Dollars (\$7,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twelve Thousand Five Dollars (\$12,500.00) to Plaintiff for his services in the Action; (3) Administration Costs in an amount not to exceed Four Thousand Dollars (\$4,000.00) to the Settlement Administrator; and (4) the amount of Seventy Thousand Dollars (\$70,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$52,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$17,500.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”) and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From December 28, 2016 through June 8, 2022 (i.e., Class Period), you are credited as having worked «MERGED_ClassWW_CALC» Workweeks.

From December 16, 2019 through June 8, 2022 (i.e., PAGA Period), you are credited as having worked «MERGED_PAGAWW_CALC» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of the Action (*Shaun Gonzales v. Champion Fire Systems, Inc.*, CIVSB2028336); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than August 22, 2022**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$«MERGED_ClassAmnt_CALC». 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.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED PAGAAmnt CALC».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all wage-related claims that were alleged in or which could have been alleged in the First Amended Complaint based on the factual allegations in the First Amended Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and First Amended Complaint, for alleged violations of 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 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 16- 2001.

“Released Parties” means Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$113,750.00) (“Attorneys' Fees”) and reimbursement of litigation costs and expenses in an amount of up to Seven Thousand Dollars (\$7,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys' Fees and Litigation Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Four Thousand Dollars (\$4,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued 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 be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Action (*Shaun Gonzales v. Champion Fire Systems, Inc.*, CIVSB2028336); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than August 22, 2022** at the following address:

Gonzales v. Champion Fire Systems, Inc.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will

still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

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 to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Shaun Gonzales v. Champion Fire Systems, Inc.*, CIVSB2028336); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than August 22, 2022**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on September 29, 2022 at 10:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

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

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>.

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 documents filed in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil/Appeals), clicking "Click here to access the Portal," clicking "Smart Search," and typing in the Court Case Number "CIVSB2028336."

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: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.