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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

TRICILLA GRIFFIN, 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.

CONSOLIDATED
COMMUNICATIONS, an unknown
business entity; and DOES 1 through
100, inclusive,

Defendant.

Case No.: 2:21-CV-00885-WBS-KJN

Honorable William B. Shubb

CLASS ACTION

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

Date: October 31, 2022
Time: 1:30 P.M.
Courtroom: 5

Complaint Filed: February 21, 2021
FAC Filed: April 26, 2021
Trial Date: None Set

1 This matter has come before the above-entitled Court on Plaintiff Tricilla
2 Griffin's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA
3 Settlement ("Motion"). Having considered the Motion, Memorandum of Points and
4 Authorities in Support Thereof, and the declarations submitted in support of the
5 Motion, including the Joint Stipulation of Class Action and PAGA Settlement
6 (Settlement," "Agreement," or "Settlement Agreement") entered into by and between
7 Plaintiff, on behalf of herself and the proposed Class, and Defendant Consolidated
8 Communications ("Defendant"), the Notice of Class Action Settlement ("Class
9 Notice"), and **GOOD CAUSE** appearing, **IT IS ORDERED** that the Motion is
10 **GRANTED**, subject to the following findings and orders:

11 1. The Court grants preliminary approval of the Settlement Agreement,
12 attached as "Exhibit 1" to the Declaration of Ovsanna Takvoryan in Support of
13 Motion for Preliminary Approval of Class Action and PAGA Settlement. This is
14 based on the Court's determination that the Settlement falls within the range of
15 possible approval as fair, adequate, and reasonable.

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

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

1 4. The Court preliminarily finds that the Settlement, which provides for a
2 Gross Settlement Amount of Eight Hundred Thousand Dollars (\$800,000) appears to
3 be within the range of reasonableness of a settlement that could ultimately be given
4 final approval by this Court. The Gross Settlement Amount includes Attorneys' Fees
5 and Litigation Costs, the Enhancement Payment, PAGA Penalties, Administration
6 Costs, and Individual Settlement Payments. The Court has reviewed the monetary
7 recovery that is being granted as part of the Settlement and preliminarily finds that the
8 monetary settlement awards made available to the Settlement Class Members are fair,
9 adequate, and reasonable when balanced against the probable outcome of further
10 litigation relating to certification, liability, and damages issues.

11 5. The Court concludes that, for settlement purposes only, the proposed Class
12 meets the requirements for certification under section 23 of the Federal Rules of Civil
13 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all
14 members of the Class is impracticable; (b) common questions of law and fact
15 predominate, and there is a well-defined community of interest amongst the members
16 of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims
17 are typical of the claims of the members of the Class; (d) Plaintiff will fairly and
18 adequately protect the interests of the members of the Class; (e) a class action is
19 superior to other available methods for the efficient adjudication of the controversy;
20 and (f) Class Counsel is qualified to act as counsel for Plaintiff in her individual
21 capacity and as the representative of the Class.

22 6. For settlement purposes only, the Court conditionally certifies the following
23 Class:

24 All current and former hourly-paid or non-exempt employees who worked
25 for Defendant within the State of California at any time during the period
26 from February 24, 2017 through March 23, 2022.

1 7. The Court finds that Plaintiff Tricilla Griffin is a suitable representative of
2 the Class (“Class Representative”) and hereby appoints her as the representative for
3 the Class conditionally certified by this Order.

4 8. The Court hereby appoints Edwin Aiwazian, Arby Aiwazian, Joanna
5 Ghosh, and Ovsanna Takvoryan of Lawyers *for* Justice, PC as counsel for the Class
6 (“Class Counsel”), pursuant to Federal Rules of Civil Procedure 23(g). The Court
7 finds that Class Counsel has demonstrable experience litigating, certifying, and
8 settling class actions, and will serve as adequate counsel for the Class conditionally
9 certified by this Order.

10 9. Class Counsel is authorized to act on behalf of Class Members with respect
11 to all acts or consents required by, or which may be given pursuant to, the Settlement,
12 and such other acts reasonably necessary to consummate the Settlement. Any
13 Settlement Class Member may enter an appearance through counsel of such
14 individual’s own choosing and at such individual’s own expense. Any Settlement
15 Class Member who does not enter an appearance or appear on his or her own will be
16 represented by Class Counsel.

17 10. The Court hereby appoints ILYM Group (“ILYM”) as the Settlement
18 Administrator to administer the Settlement pursuant to the terms of the Settlement
19 Agreement.

20 11. The Court hereby approves, as to form and content, the Notice of Class
21 Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class
22 Notice shall be provided to Class Members in the manner set forth in the Settlement
23 Agreement.

24 12. The Court finds that the proposed plan for distribution of the Class Notice,
25 substantially in the manner and form as set forth in the Settlement Agreement and this
26 Order meets the requirements of Federal Rule of Civil Procedure 23(e) and due
27 process, is the best notice practicable under the circumstances, and shall constitute due
28 and sufficient notice to all persons entitled thereto. The Court further finds that the

1 Class Notice appears to fully and accurately inform the Class Members of all material
2 elements of the Settlement, of Class Members' right to be excluded from the
3 Settlement by submitting an opt out request, of Class Members' right to dispute the
4 Workweeks credited to each of them, and of each Settlement Class Member's right
5 and opportunity to object to the Settlement by sending a written objection to the
6 Settlement Administrator or appear at the Final Approval Hearing with or without
7 submitting a written objection to the Settlement.

8 13. Within fifteen (15) calendar days of the date the Court enters this Order,
9 Defendant shall provide the Settlement Administrator with the following information
10 about each Class Member: full name; last known address; last known telephone
11 number; dates of employment with Defendant as an hourly-paid or non-exempt
12 employee; the number of Workweeks worked during the Class Period; the number of
13 Workweeks worked during the PAGA Period; Social Security number; and the last
14 known email address (collectively referred to as the "Class List") in conformity with
15 the Settlement Agreement. Prior to the initial mailing, the Settlement Administrator
16 shall perform a search using the National Change of Address database (NCOA) to
17 obtain current address information. Within ten (10) calendar days of receipt of the
18 Class List, the Settlement Administrator shall mail the Class Notice by First-Class
19 U.S. mail to all Class Members, pursuant to the terms set forth in the Settlement
20 Agreement.

21 14. The Court preliminary approves the proposed procedure for Settlement
22 Class Members to receive payment of Individual Settlement Payments. Class
23 Members who do not submit a Request for Exclusion from the Settlement will receive
24 a pro rata share of the Net Settlement Amount allocated to the Settlement Class
25 Member based on his or her Workweeks during the Class Period ("Individual Class
26 Share"). Individual Settlement Payments consist of the Settlement Class Member's
27 Individual Class Share, subject to reduction for employee's share of taxes and
28 withholding with respect to the wage portion of their Individual Class Share and, if

1 applicable, a *pro rata* share of the 25% portion of the PAGA Penalties allocated to
2 aggrieved employees, based on their Workweeks during the PAGA Period
3 (“Individual PAGA Share”).

4 15. The Court hereby preliminarily approves the proposed procedure, set forth
5 in the Settlement Agreement, for seeking exclusion from the Settlement. Any Class
6 Member may choose to be excluded from the Settlement by submitting a timely and
7 valid Request for Exclusion in conformity with the requirements set forth in the Class
8 Notice, to the Settlement Administrator, postmarked no later than the date which is
9 sixty (60) calendar days from the initial mailing of the Class Notice to Class Members
10 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response
11 Deadline will be extended by fifteen (15) calendar days. Any such person who timely
12 and validly chooses to opt out of, and be excluded from, the Settlement will not be
13 entitled to any recovery under the Settlement and will not be bound by the Settlement
14 or have any right to object, appeal, or comment thereon. However, any Class Member
15 who timely and validly chooses to opt out of, and be excluded from, the Settlement
16 will still be bound by the PAGA release contained in the Settlement Agreement and
17 will receive his or her Individual PAGA Share, if applicable. Any Class Members who
18 have not submitted a timely and valid Request for Exclusion from the Settlement (i.e.,
19 Settlement Class Member) shall be bound by the Settlement Agreement and any final
20 judgment based thereon.

21 16. The Court preliminarily approves the proposed procedure for objecting to
22 the Class Settlement. To object to the Settlement, a Class Member must send a written
23 objection to the Settlement Administrator or appear at the Final Approval Hearing
24 with or without submitting a written objection to the Settlement. The written objection
25 must be signed and must contain the information that is required, as set forth in the
26 Class Notice, including and not limited to the grounds for the objection. The objection
27 must be mailed to the Settlement Administrator, postmarked no later than the
28 Response Deadline. The Settlement Class Member may appear personally or through

1 an attorney, at his or her own expense, at the Final Approval Hearing to present his or
2 her objection directly to the Court. Any attorney who will represent an individual
3 objecting to this Settlement must file a notice of appearance with the Court and serve
4 it upon Class Counsel and Defendant's Counsel no later than the Response Deadline.

5 17. A Final Approval Hearing shall be held before this Court on
6 _____ at _____
7 a.m./p.m. in Courtroom 5, 14th Floor, of the United States District Court for the
8 Eastern District of California, located at Robert T. Matsui United States Courthouse,
9 501 I Street, Sacramento, California, 95814, to determine all necessary matters
10 concerning the Settlement, including: whether the proposed settlement of the action on
11 the terms and conditions provided for in the Settlement is fair, adequate, and
12 reasonable and should be finally approved by the Court; whether a judgment, as
13 provided in the Settlement, should be entered herein; whether the plan of allocation
14 contained in the Settlement should be approved as fair, adequate, and reasonable to
15 the Class Members; and determine whether to finally approve the requests for the
16 Attorneys' Fees and Litigation Costs, the Enhancement Payment, and Administration
17 Costs.

18 18. It is further ordered that a motion for final approval of the Settlement be
19 filed and served, along with the appropriate declarations and supporting evidence,
20 including the Settlement Administrator's declaration, by
21 _____, to be heard at the Final
22 Approval Hearing.

23 19. It is further ordered that a motion for attorneys' fees and costs be filed and
24 served, along with the appropriate declarations and supporting evidence, by
25 _____, to be heard at the Final
26 Approval Hearing.

1 20. As of the date this Order is signed, all dates and deadlines associated with
2 the action shall be stayed, other than those contemplated herein and in the Settlement
3 Agreement and pertaining to the administration of the Settlement.

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

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

13
14 **IT IS SO ORDERED.**

15
16 Dated: _____

By: _____

The Honorable WILLIAM B. SHUBB
Judge of the United States District Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Tricilla Griffin v. Consolidated Communications
United States District Court, Eastern District of California, Case No. 2:21-cv-0885-WBS-KJN

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Consolidated Communication'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.

By order of the United States District Court, Eastern District of California (the "Court" or "Eastern District"), in the case entitled *Tricilla Griffin v. Consolidated Communications*, United States District Court, Eastern District of California, Case No. 2:21-cv-0885-WBS-KJN ("Action"), preliminary approval of a class action settlement was granted on [Date of Preliminary Approval]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Named Plaintiff Tricilla Griffin ("Named Plaintiff") and Defendant Consolidated Communications ("Consolidated") in the Action, which may affect your legal rights. Named Plaintiff and Consolidated are collectively referred to as the "Parties."

I. IMPORTANT DEFINITIONS

"Class" means current and former hourly-paid or non-exempt employees who were employed by Consolidated in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from February 24, 2017 through March 23, 2022.

"PAGA Period" means the period from February 19, 2020 through March 23, 2022.

II. BACKGROUND OF THE ACTION

On February 19, 2021, Named Plaintiff Tricilla Griffin sent a letter to the Labor and Workforce Development Agency, alleging that Defendant had violated certain provisions of the California Labor Code during her employment ("LWDA Letter"). On February 24, 2021, Named Plaintiff commenced a putative class action against Consolidated entitled *Tricilla Griffin v. Consolidated Communications*, Placer County Superior Court, Case No. S-CV-0046281 (the "Placer County Action"). In the Placer County Action, Named Plaintiff alleges that Consolidated violated California law by failing to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain requisite payroll records, failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code. Named Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs. On April 26, 2021, Named Plaintiff filed a First Amended Complaint in the Placer County Action that added a claim for civil penalties pursuant to the Private Attorneys General Act (the "PAGA"). On May 14, 2021, Consolidated removed the Placer County Action to the United States District Court, Eastern District of California.

Consolidated denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with federal, state, and local laws. Consolidated also denies that this case is appropriate for class action treatment.

The Parties participated in a one full-day mediation session with a respected class action mediator, and as a result, the Parties

reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group as the administrator of the Settlement (“Settlement Administrator”), Named Plaintiff Tricilla Griffin 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.
Ovsanna Takvoryan, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Consolidated’s counsel is:

Brandon McKelvey, Esq.
Timothy Nelson, Esq.
Medina McKelvey LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211

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 Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Thousand Dollars (\$800,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit a timely and valid Request for Exclusion from the Settlement (“Settlement 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 Litigation Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$280,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Five Thousand Dollars (\$24,000.00) to Class Counsel; (2) an Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Named Plaintiff for her services in the Action; (3) Administration Costs, estimated to be no more than Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) an allocation to PAGA penalties in the amount of Two Hundred Thousand Dollars (\$200,000.00) to settle all claims under PAGA, from which amount 75% (i.e., \$150,000.00) will be paid to the Labor and Workforce Development Agency and 25% (i.e., \$50,000.00) will be distributed to Class Members who worked for Defendant during the PAGA Period as their “Individual PAGA Share.”

Settlement Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Class Share”) based on the number of weeks each Class Member was employed by Consolidated as

an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). Workweeks will be calculated by determining the number of weeks in which each Settlement Class Member recorded time in Consolidated’s timekeeping system on at least one day during the week.

Each Individual Class Share shall be allocated twenty percent (20%) as wages which will be reported on an IRS Form W2 and eighty percent (80%) as penalties and interest which will be reported on an IRS Form 1099. Employer’s share of payroll taxes and contributions due on the wages portion of the Individual Class Shares will be paid by Consolidated in addition to the Gross Settlement Amount. Each Individual Class Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Class Shares, resulting in a net payment to the Settlement Class Member.

If the Court grants final approval of the Settlement, Individual Settlement Payments, combining a Settlement Class Member’s Individual Class Share (after reduction for the employee’s share of taxes on the wage portion) and Individual PAGA Share, will be mailed to Settlement Class 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.**

B. Your Workweeks Based on Consolidated’s Records

According to Consolidated’s records:

From February 24, 2017 through March 23, 2022, you were employed by Consolidated as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

From February 19, 2020 through March 23, 2022, you were employed by Consolidated as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) be mailed to the Settlement Administrator at the address specified in Section IV.B below, **by [Response Deadline]**; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Tricilla Griffin v. Consolidated Communications*, 2:21-cv-0885-WBS-KJN); and (5) clearly articulate the number of Workweeks you believe is correct and attach any supporting documentation.

C. Your Estimated Individual Class Share and Individual PAGA Share

As explained above, your estimated Individual Class Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Class Share is estimated to be \$ [REDACTED]. The Individual Class Share is subject to reduction for employee’s share of payroll taxes due on the wages portion of the Individual Class Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Share is estimated to be \$ [REDACTED].

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

D. Released Claims

Upon the Effective Date, Named Plaintiff and all Class Members who have not submitted a timely and valid Request for Exclusion from the Settlement (i.e., Settlement Class Members) will be deemed to have fully and completely released and forever discharged all Released Claims he or she may have or had with respect to the Released Parties.

“Released Claims” means any and all wage-related claims that were alleged in the LWDA Letter and Action or which could have been alleged in the LWDA Letter and Action based on the facts asserted in the LWDA Letter and Action 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 Industrial Welfare Commission Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the Industrial Welfare Commission Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code

sections 226.7 and the Industrial Welfare Commission 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 Industrial Welfare Commission Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the Industrial Welfare Commission Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the Industrial Welfare Commission Wage Orders; (7) alleged failure to furnish compliant wage statements pursuant to California Labor Code section 226 and the Industrial Welfare Commission Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and Industrial Welfare Commission Wage Orders; (9) alleged failure to provide one day of rest in a seven day workweek pursuant to California Labor Code sections 551 and 552 and the Industrial Welfare Commission Wage Orders; (10) alleged failure to provide reporting time pay pursuant to California Labor Code section 1198 and Industrial Welfare Commission Wage Orders; (11) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the Industrial Welfare Commission Wage Orders; (12) alleged violations of California Business & Professions Code sections 17200, *et seq.*; and (13) alleged violations of California Labor Code section 2698-2699, *et seq.*

“Released Parties” means Consolidated 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 Gross Settlement Amount (i.e., an amount of up to \$280,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Four Thousand Dollars (\$24,000.00), subject to approval by the Court. All attorneys’ fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel have been prosecuting the Action on behalf of Named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Named Plaintiff

Named Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) as an Enhancement Payment, in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Named Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated to be no more than Fifteen Thousand Dollars (\$15,000.00) 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 Class Shares, Individual PAGA Shares, and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross 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 receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Address]

A Request for Exclusion must: (1) be mailed to the Settlement Administrator by [Response Deadline]; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Tricilla Griffin v. Consolidated Communications*, 2:21-cv-0885-WBS-KJN); and (5) contain words that clearly describe your intention to opt out of the Settlement, such as: “I elect to exclude myself from the settlement in the *Griffin* litigation.”

If the Court grants final approval of the Settlement, any Class Member who timely and validly requests exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not request exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Whether or not you request exclusion, you will receive a check for your portion of the PAGA Penalties, and you will be bound by the release of the PAGA claims in this settlement.

C. Object to the Settlement

You can object to the Settlement, or any portion thereof, as long as you have not submitted a Request for Exclusion.

To object to the Settlement, you may send a written objection to the Settlement Administrator or appear at the Final Approval Hearing (discussed below), with or without submitting a written objection to the Settlement, and present your objection directly to the Court.

If you wish to send a written objection to the Settlement Administrator, your written objection must: (1) be served onto the Settlement Administrator by [Response Deadline]; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Tricilla Griffin v. Consolidated Communications*, 2:21-cv-0885-WBS-KJN); (5) clearly state the legal and factual basis for your objection; (6) indicate whether you intend to appear and object to the Settlement at the Final Approval Hearing; and (7) if you are represented by counsel, indicate the name, address, and telephone number of any such counsel.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Courtroom 5, 14th Floor of the United States District Court, Eastern District, located at 501 I Street, Sacramento, California 95814, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the Attorneys’ Fees and Litigation Costs to Class Counsel, the Enhancement Payment to Named Plaintiff, and the Administration Costs to the Settlement Administrator, and the PAGA Penalties.

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.

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 can also view the Settlement and other Court documents by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.caed.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of California, located in Room 4-200 on the 4th Floor of the Robert T. Matsui United States Courthouse, 501 “I” Street, Sacramento, 95814, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

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 OR COUNSEL FOR CONSOLIDATED.