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ALAMEDA COUNTY

NOV 06 2023

CLERK OF THE SUPERIOR COURT

By Ally S. [Signature] Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

YOVANIK FLORES, HUNG NGUYEN,
and DIEGO BEDOYA MORENO on
behalf of themselves, all others similarly
situated, and on behalf of the general
public,

Plaintiffs,

v.

HOME EXPRESS DELIVERY
SERVICE, LLC DBA TEMCO
LOGISTICS; and DOES 1-100,

Defendants.

Case No. RG21096517
(Related Case No. RG21100509)

**SECOND AMENDED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE, SETTING
OF FINAL APPROVAL HEARING DATE**

Date: October 31, 2023

Time: 3:00 p.m.

Judge: Hon. Brad Seligman

Dept.: 23

Reservation ID: 062533213396

Filed: April 13, 2021

Trial: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and representative
3 action (the “Action”). Plaintiffs Yovanik Flores, Hung Nguyen, and Diego Bedoya Moreno have applied
4 to this Court for an order preliminarily approving the settlement of the Action in accordance with the Class
5 and Representative Action Settlement Agreement and Release of Claims (the “Agreement”), the
6 Addendum to Class and Representative Action Settlement Agreement and Release of Claims (the
7 “Addendum”), and the Addendum to Class and Representative Action Settlement Agreement and Release
8 of Claims (“Second Addendum”), which together with the exhibits annexed thereto, sets forth the terms
9 and conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth
10 therein. The Court has read and considered the Memorandum of Points and Authorities in support of
11 Plaintiffs’ Motion for Preliminary Approval of Class and PAGA Action Settlement, Conditional
12 Certification, Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations
13 submitted therewith. The Court has also considered the supplemental briefs filed in support of Plaintiffs’
14 Motion for Preliminary Approval. For purposes of this Order, the Court adopts all defined terms as set
15 forth in the Agreement and Addendums.

16 **II. FINDINGS**

17 After review and consideration of the Agreement, the Addendum, and Plaintiffs’ motion for
18 preliminary approval and the papers in support thereof, the Court hereby finds and orders as follows:

19 1. The Agreement falls within the range of reasonableness meriting possible final approval.

20 2. The certification of the Class solely for purposes of settlement is appropriate in that: (1)
21 the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable;
22 (2) there are questions of law and fact common to the Class which predominate over any individual
23 questions; (3) Plaintiffs’ claims are typical of the claims of the Class; (4) Plaintiffs and their Counsel have
24 fairly and adequately represented and protected the interests of the Class; and (5) a class action, and class-
25 wide resolution of the action via class settlement procedures is superior to other available methods for the
26 fair and efficient adjudication of the controversy.

27 3. The Agreement, and the obligations of the Parties as set forth therein, is fair, reasonable,
28 and is an adequate settlement of this case and is in the best interests of the Class in light of the factual,

1 legal, practical, and procedural considerations raised by this case.

2 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class
3 Representatives, and their appointment comports with the requirements of due process.

4 5. Class Counsel does not have any conflicts that would preclude them from acting as Class
5 Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due
6 process.

7 6. The notice of proposed class action settlement attached hereto as **Exhibit A** complies with
8 due process because the notice of proposed class action settlement is reasonably calculated to adequately
9 apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed Agreement; and (iii) their
10 rights, including the right to either participate in the settlement, exclude themselves from the settlement,
11 or object to the settlement. Plaintiffs' proposed plan for class notice and settlement administration is the
12 best notice practicable under the circumstances.

13 **III. ORDER**

14 The Court having considered the papers submitted in support of the motion for preliminary
15 approval, HEREBY ORDERS THE FOLLOWING:

16 1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just,
17 reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

18 2. The following Class is conditionally certified for purposes of settlement only: All non-
19 exempt, hourly employees of Defendant in the State of California from April 13, 2017, through June 9,
20 2023, who did not previously release their claims against Defendant.

21 3. The Agreement provides for the following release as to Participating Class Members,¹
22 which is hereby approved conditionally: Participating Class Members will release all claims that were
23 pled or any claims that could have been pled in the operative complaints based upon the facts alleged in
24 the Lawsuits including, but not limited to: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay
25 All Overtime Wages; (3) Failure to Authorize and Permit Rest Periods; (4) Failure to Provide Meal
26 Periods; (5) Failure to Provide Accurate and Complete Wage Statements; (6) Failure to Timely Pay Wages

27
28 ¹ Participating Class Members are Class Members who do not submit a valid and timely request to exclude themselves from the Settlement.

Owed at Termination (Labor Code §§ 201, 202, and 203); (7) Failure to Reimburse Business Expenses; (8) Violation of Unfair Competition Law based upon violations of the California Labor Code sections set forth herein; (9) Violation of the Temperature Control Guidelines of the California Wage Orders; and (10) Failure to Timely Pay Wages Due and Payable During Employment. The release will be as to the Released Parties. The release shall be for the Class Period.

4. This settlement also releases claims under the Private Attorneys General Act of 2004 (“PAGA”). These claims are asserted on behalf of PAGA Aggrieved Employees defined as: All non-exempt, hourly employees of Defendant in the State of California who worked within the PAGA Period. The PAGA Period is February 24, 2021, through June 9, 2023. PAGA Aggrieved Employees may not request to be excluded from the PAGA portion of the settlement, including the Released PAGA Claims. All PAGA Aggrieved Employees will receive a portion of the Net PAGA Settlement Amount.

5. The Agreement provides for the following release as to PAGA Aggrieved Employees, which is hereby approved conditionally: Each PAGA Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims that were or reasonably could have been alleged based on the claims, facts and/or allegations that were contained in Plaintiffs’ PAGA Letters and the operative complaints of the Lawsuits. The release will be as to the Released Parties. The release shall be for the PAGA Period.

6. The settlement appears to be fair, adequate and reasonable to the Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court.

7. Plaintiffs Yovanik Flores, Hung Nguyen, and Diego Bedoya Moreno are conditionally approved as the Class Representatives for the Class.

8. The proposed Service Payment Awards to Plaintiffs Yovanik Flores, Hung Nguyen, and Diego Bedoya Moreno in the amounts of \$10,000, each, will be considered by the Court at the time of final approval.

9. Mara Law Firm, PC, and Moon Law Group, PC, are conditionally approved as Class Counsel for the Class.

10. The proposed awards of up to \$399,960 in attorneys' fees and up to \$50,000 in actual costs payable to Class Counsel will be considered by the Court at the time of final approval.

11. A final approval hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, and the Service Payment Award should be finally approved as fair, reasonable and adequate as to Class Members is scheduled in Department 23 on the date and time set forth in the Implementation Schedule below.

12. The Court confirms Phoenix Settlement Administrators as the Settlement Administrator.

13. The proposed payment of up to \$30,000 to Phoenix Settlement Administrators for its services as the Settlement Administrator will be considered by the Court at the time of final approval.

14. The Court also hereby conditionally approves and orders payment from the Gross Settlement Amount of the PAGA Payment of \$75,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall be distributable to PAGA Aggrieved Employees).

15. The Court approves, as to form and content, the Notice of Class Action Settlement in substantially the form attached hereto as **Exhibit A**. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members in English and Spanish languages in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

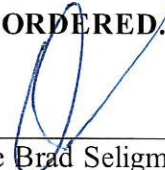
The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator	14 calendar days of entry of this Order
Deadline for Settlement Administrator to Mail Class Notices to Class Members	14 calendar days after receipt of the Class Data

1 2 3	Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	60 calendar days after mailing of Notice to Class Members
4 5 6	Deadline for Class Members with Re-Mailed Class Notices to Postmark Requests for Exclusion and Objections	14 calendar days after Response Deadline
7 8	Deadline for Class Counsel to file a Motion for Final Approval	16 court days before Final Approval Hearing
9 10 11	Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days before Final Approval Hearing
12 13	Final Approval Hearing and Final Approval	Tuesday, March 19, 2024, at 3:00 p.m.

IT IS SO ORDERED.

Dated: 11/6, 2023

By 
Honorable Brad Seligman
Alameda Superior Court Judge

ALAMEDA COUNTY SUPERIOR COURT

If you worked for Home Express Delivery Service, LLC dba Temco Logistics (“Temco”) in California as a non-exempt employee at any time between April 13, 2017, through June 9, 2023, a class action settlement may affect your rights. You may be entitled to a payment under this settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- Former employees, Yovanik Flores, Hung Nguyen, and Diego Bedoya Moreno (“Plaintiffs”), filed proposed class action lawsuits against Temco. The lawsuits allege that Temco failed to provide employees with lawful meal and rest periods, failed to pay employees all wages owed, failed to reimburse for business expenses, failed to provide lawful paychecks to employees, failed to pay all wages due at termination of employment, and that Temco violated temperature control guidelines (among other related claims). The lawsuit also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Temco denies all alleged violations and denies liability. The Court has not made a ruling on the merits of the case. The Parties have agreed to settle the claims set forth in the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Get a settlement payment and give up any rights to sue for the Released Claims (defined below). <u>If you are still employed by Temco and choose to receive a settlement payment, this will not affect your employment.</u>
EXCLUDE YOURSELF	Get no payment as a Class Member. This is the only option that allows you to ever be part of any other lawsuit against Temco involving the legal claims and statutory period alleged in this case. Please note that you are unable to exclude yourself from the PAGA portion of the settlement if you are a PAGA Aggrieved Employee.
OBJECT	Inform the Court about why you don’t agree with the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve of the settlement. Payments will be made if the Court approves the settlement. Please be patient.

Exh A

WHAT INFORMATION IS IN THIS NOTICE?	
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1. *Why Have I Received this Notice?*

Temco's records indicate that you were employed as a non-exempt employee in California by Temco at sometime between April 13, 2017, through June 9, 2023, and have not previously released your claims against Temco. This period of time is referred to as the "Class Period." If you worked for Temco in California during the "Class Period," you may be entitled to money under this Settlement. This Notice provides you with basic information about the case and advises you of your options with regard to the Settlement.

2. *What is this Case About?*

A class action lawsuit and a PAGA lawsuit both entitled *Yovanik Flores and Hung Nguyen v. Home Delivery Express, LLC dba Temco Logistics* were filed in the Alameda County Superior Court, Case Nos. RG21096517 and RG21100509. They were commenced by former employees of Temco named Yovanik Flores and Hung Nguyen. Mr. Flores and Mr. Nguyen are what is referred to as the "Plaintiff" or "Class Representative" in these cases.

Another class action lawsuit was entitled *Diego Bedoya Moreno v. Home Express Delivery Service, LLC* was filed in the Los Angeles County Superior Court, Case No. 22STCV08430. This case was commenced by a former employee of Temco named Diego Bedoya Moreno. Mr. Moreno is the "Plaintiff" or "Class Representative" in this case.

On April 14, 2023, Plaintiffs filed an amended complaint in the Alameda County Superior Court. Their amended complaint alleges that Temco (1) failed to pay all straight time wages; (2) failed to pay all overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) knowing and intentional failed to comply with itemized employee wage statement provisions; (6) failed to pay all wages at the time of termination of employment; (7) failed to indemnify necessary business expenses; (8) violated the temperature control guidelines; (9) failed

to timely pay wages due and payable during employment (10) violated the Unfair Competition Law; and (11) violated the Private Attorneys General Act of 2004 ("PAGA").

The Court has not decided whether Plaintiffs or Temco is correct. Plaintiffs would still have had to successfully certify the class and prove their claims at trial on a class-wide basis. However, the Parties have concluded that it is in their respective best interests and the interests of the Class Members to settle this lawsuit on the terms summarized in this Notice.

3. *How Does this Class Action Settlement Work?*

Plaintiffs and their attorneys believe the settlement is fair, adequate, and reasonable. The Alameda County Superior Court has reviewed the terms of the settlement and preliminarily determined the settlement is fair, adequate, and reasonable. On [date of ruling on preliminary approval], the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [date of final approval hearing], 2023 at [time a.m./p.m.], in Department 23 before Judge Brad Seligman, located at 1221 Oak Street, Oakland, California 94612. The date of the Final Fairness Hearing may change without further notice to the Class. You are advised to check the Court's website (instructions on accessing this site are provided in Section 15 of this Notice) to confirm that the date has not been changed.

4. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class ("Class Counsel")	Attorneys for Temco
MARA LAW FIRM, PC David Mara (dmara@maralawfirm.com) Jill Vecchi (jvecchi@maralawfirm.com) 2650 Camino Del Rio North, Suite 302 San Diego, CA 92108 Telephone: (619) 234-2833	SEYFARTH SHAW LLP Kamran Mirrafati Laura Heyne Heather Horn 2029 Century Park East, Suite 3500 Los Angeles, California 90067 Telephone: (310) 201-5290

MOON LAW GROUP, PC Kane Moon (kmoon@moonlawgroup.com) Allen Feghali (afeghali@moonlawgroup.com) Charlotte Mikat-Stevens (cmikat-stevens@moonlawgroup.com) 1055 W. Seventh Street, Suite 1880 Los Angeles, California 90017 Telephone: (213) 232-3128	
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The Court has appointed Mara Law Firm, PC, and Moon Law Group, PC, to represent you and all other Class Members (“Attorneys for the Class” or “Class Counsel”) simultaneously in this Settlement. You do not need to hire your own attorney because Mara Law Firm, PC, and Moon Law Group, PC, are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

5. *How do I Participate in the Settlement?*

If you do nothing, you will automatically be included as a participant in this Settlement and will not have to take any further action to receive your settlement payment. By participating in the Settlement, you will be bound by the Release. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment.

Important Note: *Temco will not retaliate against you in any way for either participating or not participating in this Settlement.*

HOW TO GET YOUR MONEY IF YOU ARE A CLASS MEMBER:

If you do nothing, you will receive money and will be bound by the release of claims stated in this notice.

6. *How Do I Request to be Excluded from the Settlement?*

If you request to be excluded from the settlement, you will not receive a settlement payment. This is the only option that allows you to ever be a part of any other lawsuit against Temco about the legal claims and statutory period alleged in this case. By timely opting out, you will no longer be a part of the Settlement. Except that, because Class Members are unable to exclude themselves from the PAGA portion of the Settlement, you will receive, only if you are a PAGA Aggrieved Employee, a pro rata share of the PAGA allocation to Aggrieved Employees and be bound by the release of PAGA claims, as explained in Section 8 of this notice.

HOW TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT:

How can I request to be excluded from the settlement?	You can request to be excluded from the settlement by mailing the Settlement Administrator a written request for exclusion.
Is there a deadline to request to be excluded?	If you send a written request to the Settlement Administrator, you must postmark your request by RESPONSE DEADLINE.
What information do I need to provide?	Your request for exclusion must include: (1) your name and telephone number; (2) your intention to exclude yourself from the settlement (e.g., "I want to exclude myself from this settlement."); and (3) the request for exclusion must be signed by you or your lawful representative.

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves this settlement, then even if you request exclusion from the settlement, you still will receive an individual settlement share for the PAGA claims if you were employed between February 24, 2021, through June 9, 2023, and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining substantive, individual and/or class claims.

7. *How Do I Object to the Settlement?*

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You cannot object to the settlement if you have requested to be excluded from the settlement.

HOW TO OBJECT TO THE SETTLEMENT:

How can I object to the settlement?	You can object to the settlement by mailing the Settlement Administrator a written objection and/or appearing at the Final Approval Hearing. You may, but do not have to, submit both a written objection and appear at the Final Approval Hearing in order to object.
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Is there a deadline to request to be excluded?	If you send a written objection to the Settlement Administrator, you must postmark your request by RESPONSE DEADLINE.
What information do I need to provide?	If you submit a written objection, your objection must include: (a) your full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection. You may also, but do not have to, list identifying witness(es) you may call to testify at the Final Approval hearing and provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Objectors who want to appear at the Final Fairness/Approval Hearing and assert their objection to the Court may do so. Class Members may attend the Final Fairness/Approval Hearing and object whether or not they have filed a written objection. The date and time for the Final Fairness/Approval Hearing is set forth in Section 2, above.

If the Court rejects the objection, the objector will receive a settlement payment and will be bound by the terms of the settlement and will release claims as defined in Section 8 of this notice and in the settlement agreement.

8. *How Does This Settlement Affect Employees' Rights?*

If the proposed settlement is approved by the Court, a final judgment will be entered by the Court. All Class Members who do not opt out of the settlement will be bound by the Court's final judgment and will release Temco, and the other Released Parties¹ from the released claims. The claims released under the settlement are: all claims that were pled or any claims that could have been pled in the operative complaints based upon the facts alleged in the Lawsuits including, but not limited to: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Authorize and Permit Rest Periods; (4) Failure to Provide Meal Periods; (5) Failure to Provide Accurate and Complete Wage Statements; (6) Failure to Timely Pay Wages Owed at Termination (Labor Code §§ 201, 202, and 203); (7) Failure to Reimburse Business Expenses; (8) Violation of Unfair Competition Law based upon violations of the California Labor Code sections set forth herein; (9) Violation of the Temperature Control Guidelines of the California Wage Orders; and (10) Failure to Timely Pay Wages Due and Payable During Employment. The release will be as to the Released Parties. The release shall be for the Class Period. The release shall be for the period of time between April 13, 2017, through June 9, 2023.

¹ "Released Parties" means Home Express Delivery Service, LLC, its subsidiaries, d/b/as, and all affiliated entities (including but not limited to C&B Delivery Service, Inc.), and each of its past or present officers, directors, employees, and agents which could be jointly liable with Defendant for the claims alleged.

In addition, the proposed settlement includes the settlement of claims for civil penalties under the PAGA. If you worked for Temco from February 24, 2021, through June 9, 2023, you are a PAGA Aggrieved Employee. PAGA Aggrieved Employees will fully release and discharge Defendant and the Released Parties from any and all claims that were or reasonably could have been alleged based on the claims, facts and/or allegations that were contained in Plaintiffs' PAGA Letters and the operative complaints of the Lawsuits. This release will be for the period of time between February 24, 2021, through June 9, 2023 ("PAGA Period").

If you would like to see the settlement documents or complaints on file, you can check [www.\[INSERT\].com](http://www.[INSERT].com), the Court's website, or contact Class Counsel. Directions for accessing the Court's website are outlined in Section 15 of this notice. Class Counsel's information is outlined in Section 4 of this notice.

9. *How Much is the Settlement?*

The total maximum amount that Temco is required to pay under this settlement is \$1,200,000. This amount is referred to as the "Gross Settlement Amount." The Gross Settlement Amount includes the following amounts: (1) approximately \$615,040 for disbursement to Class Members who do not request to be excluded from the settlement; (2) \$10,000 each to Plaintiffs Yovanik Flores, Hung Nguyen, and Diego Bedoya Moreno for their efforts in bringing this action; (3) costs to administer the settlement – meaning costs associated with mailing this notice to employees and costs associated with sending out settlement checks – to the Settlement Administrator, Phoenix Class Action Administration Solutions, which will not to exceed \$30,000; (3) payment of \$56,250 to the Labor and Workforce Development Agency and payment of \$18,750 to PAGA Aggrieved Employees pursuant to the Private Attorneys' General Act of 2004; and (4) payment to Class Counsel in an amount not to exceed \$399,960 (33 1/3% of the Gross Settlement Amount) in attorneys' fees for investigating the facts of the case, litigating the case, and negotiating the settlement, and an amount not to exceed \$50,000 for actual costs spent litigating this case. All of these payments are subject to Court approval.

The Court will not approve any of these requests until the Final Fairness Hearing. If the any of the amounts awarded are less than the amounts requested, the difference shall become part of the amount available for distribution to employees who do not request to be excluded from the settlement.

10. *How Much Can I Expect to Receive from the Settlement?*

Each employee who does not request to be excluded from the settlement will be provisionally assigned an award amount based on his or her tenure as part of the Class. To arrive at this figure, Temco will provide the Settlement Administrator with data showing the number of Workweeks credited to each Class Member during the Class Period. The Settlement Administrator will then calculate the total number of Workweeks worked by all Participating Class Members during the Class Period ("Total Workweeks"). To determine the Individual Settlement Payment for each Participating Class Member, the Settlement Administrator will (1) divide each Participating Class Member's respective Workweeks by the Total Workweeks, and (2) multiply the resulting figure by the Net Settlement Amount. One day worked in a given week will be credited as a workweek for purposes of this calculation. Therefore, your settlement payment ties directly to the number of workweeks you worked for Temco between April 13, 2017, through June 9, 2023.

Although your exact settlement share cannot be precisely calculated until employees have had the opportunity to request to be excluded from the settlement, based upon the calculation formula above, your approximate share of the settlement is: \$ _____ (based on Temco's data which shows you worked # of workweeks between April 13, 2017, through June 9, 2023).

Please note that under the law, the case can only go back four years from the date it was filed. This means the case can go back to April 13, 2017. If you began your employment prior to April 13, 2017, this lawsuit can only compensate you for the weeks you worked for Temco on or after April 13, 2017. In addition, if you released claims through a prior settlement, you will be entitled to the number of workweeks you worked after the end of the prior settlement period.

If you believe the number of workweeks attributed to you is incorrect, you must notify the Settlement Administrator by mail or telephone no later than [INSERT], explaining the basis for the dispute and must produce any supporting documentation showing that the workweeks credited to you are inaccurate. In response to a dispute submitted by a Class Member, Temco will review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. The Settlement Administrator will make an initial determination about any disputes submitted. The Court shall have the right to review any decision by the Settlement Administrator regarding disputes.

You may also be entitled to a payment for your release of PAGA claims if you worked for Temco on or after February 24, 2021, through June 9, 2023. If you worked for Temco during this time period you are a PAGA Aggrieved Employee. Your payment as a PAGA Aggrieved Employee is \$ _____ (based on Temco's data which shows you worked # of pay periods between February 24, 2021, through June 9, 2023). If you submit a dispute, as outlined in the paragraph above, the initial determination made by the Settlement Administrator, subject to Court review, will also apply to the number of pay periods you are attributed to have worked as a PAGA Aggrieved Employee.

11. Will Taxes be Taken Out of My Settlement Share?

Yes, twenty percent (20%) of each settlement payment is intended to settle employees' claims for unpaid wages. This portion of your settlement share will be reduced by applicable payroll tax withholdings and deductions. Temco will pay the employer's share of legally required payroll taxes separately and outside of the settlement. The Settlement Administrator will issue you an IRS Form W-2 with respect to this portion of your settlement share.

Eighty percent (80%) of each settlement payment is intended to settle employees' claims for interest and penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

Payments to PAGA Aggrieved Employees will be allocated as 100% penalties. This portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue you an IRS Form 1099 with respect to this portion of your settlement share.

12. When Can I Expect to Receive Money from the Settlement?

If you do not request to be excluded from the settlement, you should receive your settlement check approximately two months after the settlement becomes final. The settlement becomes final when the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the Court grants final approval of the settlement, the date the Court enters judgment granting final approval of the settlement. As such, if there are no objections to the settlement, you should receive your settlement check approximately two months after the date of the Final Fairness Hearing, listed in Section 3 of this notice.

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If you have not cashed or redeemed your check within 90 days after it was mailed, the Settlement Administrator will send you a reminder postcard indicating that unless the check is redeemed or deposited in the next 90 days, it will expire and become non-negotiable. If your check was lost or misplaced, please contact the Settlement Administrator. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, they will be deemed void and of no further force and effect. This means that you will not be able to cash or redeem your settlement check 180 days after its issuance. The funds from settlement checks that are voided will be distributed to a *cy pres* recipient. The *cy pres* recipient shall be Legal Aid at Work, a non-profit organization that supports projects that benefit employees and applicants throughout the State of California.

13. How Will the Attorneys Be Paid?

The Court-appointed attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount, subject to Court approval, in an amount not to exceed 33 1/3% of the Gross Settlement Amount (\$399,960) in attorneys' fees and an amount not to exceed \$50,000 in actual litigation costs. Temco has paid and will continue to pay all of its own attorneys' fees and costs.

14. How Will the Class Representative Be Paid?

Plaintiffs Yovanik Flores, Hung Nguyen, and Diego Bedoya Moreno will also be paid, subject to Court approval, an amount not to exceed \$10,000, each, in consideration for bringing this case, for the time and effort they put into litigating this case and for conferring a benefit upon other employees and the State of California.

15. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.\[INSERT\].com](http://www.[INSERT].com). You can also receive a copy of the settlement agreement by contacting Class Counsel. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the *Temco* Class Action Settlement when calling the settlement administrator or Class Counsel.

The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal,"

at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number (RG21096517), and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. Two of the court houses you can visit to do this are the René C. Davidson Courthouse located at 1225 Fallon Street, Oakland, California 94612, and the Hayward Hall of Justice located at 24405 Amador Street, Hayward, California 94544. To view the Register of Actions, go to the "Search" tab at the top of the page, then select the "Search by Case Number," enter the case number (RG21096517), select "Search," and click the link to the case name. You will see the Register of Actions and more.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.