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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL - 9 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

7 Attorneys for Plaintiff(s),
8 SHELIA CROMWELL, AARON SALAZAR,
ANDREW FORREST, and all others similarly situated
9 (Additional attorneys for Plaintiff(s) on following page)

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN BERNARDINO**

13 **(UNLIMITED JURISDICTION)**

14
15 AARON SALAZAR, SHELIA CROMWELL,
and ANDREW FORREST, on behalf of
16 themselves and all others similarly situated, and
as "aggrieved employees" on behalf of other
17 "aggrieved employees" under the Labor Code
Private Attorneys General Act of 2004,

Case No. CIVSB2116331

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Hearing Information

Action filed: 6/4/2021
Hearing Date: 7/9/2024
Hearing Time: 1:30 p.m.
Hearing Dept: S17, The Honorable
Joseph T. Ortiz

18
19 *Plaintiff(s).*

20 vs.

21 DESERT CREMATION SOCIETY, INC., a
22 California corporation; ~~WIEFELS & SON, a~~
~~California corporation~~; WIEFELS & SON II,
23 INC., a California corporation; ~~WIEFELS FD,~~
24 ~~INC., a California corporation~~; and DOES 1-50,
inclusive,

25
26 *Defendant(s).*



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1 This matter came on for hearing on July 9, 2024 at 1:30 p.m. in Department S17 of the
2 above-captioned court on Plaintiffs' Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class
4 Action Settlement and Release of Claims (the "Settlement") filed herewith which provides for a
5 Gross Settlement Amount ("GSA") of up to \$500,000.00 in compromise of all disputed claims
6 on behalf of decedent transport drivers during the period of October 12, 2017 to July 4, 2022
7 ("Settlement Class Period"). All capitalized terms used herein shall have the same meaning as
8 defined in the Settlement.

9 In accordance with the Court's prior Amended Order Granting Preliminary Approval of
10 Class Action Settlement, Class Members have been given notice of the terms of the Settlement
11 and the opportunity to submit a claim, request exclusion, comment upon or object to it or to any
12 of its terms. Having received and considered the Settlement, the supporting papers filed by the
13 Parties, and the evidence and argument received by the Court in conjunction with the motions for
14 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
15 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
16 DETERMINATIONS⁴:

17 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
18 to the Action, including all Class Members. Pursuant to this Court's Amended Order Granting
19 Preliminary Approval of Class Action Settlement, the Notice Packet was sent to each Class
20 Member by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
21 Settlement, their right to receive their proportional share of the Settlement, their right to request
22 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
23 person or by counsel at the final approval hearing and be heard regarding final approval of the
24 Settlement. Adequate periods of time were provided by each of these procedures. No member of
25 the Settlement Class presented written objections to the proposed Settlement as part of this notice
26 process, stated an intention to appear, or actually appeared at the final approval hearing.

27 2. For purposes of this Final Order and Judgment, the Class Members are

28 ⁴ A true and correct copy of the Court's Amended Order Granting Preliminary Approval of Class Action Settlement entered on June 4, 2024 is attached hereto as **Exhibit A** and incorporated by reference.



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1 Defendants' decedent transport drivers during the Class Period. at any time during the period of
2 October 12, 2017 to July 4, 2022 ("Settlement Class Period").

3 3. The Court finds and determines that the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding final approval of the Settlement based on the responses of Class Members. The Court
6 finds and determines that the notice provided in this case was the best notice practicable, which
7 satisfied the requirements of law and due process as to all persons entitled to such notice.

8 **Release by Plaintiffs and Class Members.** The Parties agree that it is their intent that the
9 resolution set forth in this Settlement will release and discharge the Released Claims by way of
10 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
11 of any kind by each and all of the Settlement Class Members (including participation to any extent
12 in any representative or collective action) against the Released Parties. This release will not take
13 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
14 Agreement.

15 **PAGA Release.** Plaintiffs on behalf of themselves and the Aggrieved Employees release
16 all claims for civil penalties that could have been sought by the Labor Commissioner for the
17 violations identified in Plaintiffs' pre-filing letter to the LWDA; Plaintiffs do not release the
18 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
19 Participating Class Member.

20 **"Released Claims"** shall mean all claims, during the Class Period, stated in the Operative
21 Complaint and based solely on the facts alleged in the Operative Complaint. **"Released Parties"**
22 shall mean Defendants, their officers, directors, employees and agents.

23 2. The Court further finds and determines that the terms of the Settlement are fair,
24 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
25 provisions of the Settlement, including the release of claims contained therein, should be and
26 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
27 according to its terms. As of the Effective Date of Settlement, and for the duration of the
28 Settlement Class Period, all Class Members are hereby deemed to have waived and released all



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Released Claims and are forever barred and enjoined from prosecuting the Released Claims against the Released Parties as fully set forth in the Settlement. No objections were received by the Parties or the Court through the date of this Final Order and Judgment. The Court finds _____ Class Member(s) - _____ - submitted a request for exclusion from the Settlement as determined by the Administrator and therefore is/are not in the Settlement Class.

3. The Court finds and determines that (a) the Settlement Shares to be paid to Participating Class Members and (b) the LWDA payment as civil penalties under the California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts be made to the Participating Class Members and to the California Labor & Workforce Development Agency ("LWDA"), in accordance with the terms of the Settlement.

4. The Court further grants final approval to and orders that the following payments be made in accordance with the terms of the Settlement:

a. Class Counsel fees & costs of \$166,666.66 in attorneys' fees and \$18,708.43 in litigation costs to Class Counsel;

b. \$15,000.00 as a Class Representative Service Payment award payable to each Plaintiff for their services as Class Representatives;

c. \$7,154.00 in costs of the Administrator payable to Simpluris, Inc. for its services as the Administrator; and

d. \$20,000.00 in PAGA penalties under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), seventy five percent (75%) or \$15,000.00 of which will be distributed to the LWDA and the remaining twenty-five percent (25%) or \$5,000.00 will be distributed to the Aggrieved Employees

7. The settlement shall proceed as directed in the Settlement, and no payments pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and



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1 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
2 Court 3.769(h).

3 8. Within twelve months of Final Approval, Defendants shall deposit the Settlement
4 proceeds in an account designated by the Administrator: (i) the total amount of all Individual
5 Class Payments to Participating Class Members, (ii) the Court approved Class Counsel fees &
6 costs, (iii) the Court-approved Class Representative Service Payments, (iv) the Court-approved
7 costs of the Administrator, (v) the payment to the LWDA, and (vi) the total amount of all
8 Individual PAGA Payments to Aggrieved Employees.

9 9. Other than their employer side payroll taxes, Defendants' payment of such sums
10 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
11 satisfaction of all claims released herein, including, without limitation, all claims for wages,
12 penalties, interest, attorneys' fees, costs and expenses.

13 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
14 ninety (90) days from the date of the check's issuance to cash their Settlement Share check. After
15 the expiration of the 180-day period, on Defendants' behalf, the Administrator shall remit any
16 amounts from voided settlement checks and otherwise unclaimed, plus interest on the Residue at
17 the legal rate of interest from the date of entry of the initial judgement to the California Unclaimed
18 Property Fund.

19 11. The Parties shall file a final accounting report by 5 days prior. A
20 non-appearance case review re submission of a final report is scheduled for July 9, 2025
21 at 8:30 A.m. in **Department S17**. The Parties shall also prepare and file a stipulation
22 and proposed order and proposed Amended Final Order and Judgment by 5 days prior
23 which includes the amount of distribution of unpaid cash Residue, and unclaimed or abandoned
24 funds to the non-party, the accrued interest on that sum. The stipulation shall be signed by counsel
25 for the class and defense counsel in accord with the proposed Amended Final Order and
26 Judgment. If there are objections by any party or non-party, class counsel shall immediately notify
27 the Court and the matter will be set for further hearing. A non-appearance hearing for the lodging
28 of the stipulation and proposed order and separate amended judgment is scheduled for



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1 July 25, 2015 at 8:30 a.m. in Department S17.

2 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
3 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
4 deposit funds for distribution by the Administrator to Participating Class Members in accordance
5 with the Settlement.

6 13. The Court hereby enters final judgment in this case in accordance with the terms
7 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
8 Order and Judgment.

9 14. The Parties are hereby ordered to comply with the terms of the Settlement.

10 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
11 provided by the Settlement and this Final Order and Judgment.

12 16. The Settlement is not an admission by Defendants nor is this Final Order and
13 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
14 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
15 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
16 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
17 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
18 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
19 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
20 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
21 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
22 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
23 and any other papers and records on file in the Action may be filed in this Court or in any other
24 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
25 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
26 the Released Claims.

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17. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE July 9, 2024


THE HONORABLE JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT


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EXHIBIT A

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8 SHELLA CROMWELL, AARON SALAZAR,
ANDREW FORREST, and all others similarly situated
9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**
12 **(UNLIMITED JURISDICTION)**

14 SHELLA CROMWELL, AARON SALAZAR,
and ANDREW FORREST on behalf of
15 themselves, all others similarly situated, and as
16 "aggrieved employees" on behalf of other
"aggrieved employees" under the Labor Code
17 Private Attorney General Act of 2004,

18 *Plaintiff(s)*

19 vs.

20 DESERT CREMATION SOCIETY, INC., a
21 California corporation, WHEELS & SON, a
22 California corporation, WHEELS & SON II,
23 INC., a California corporation, WHEELS & SON,
24 INC., a California corporation, and DOES 1-50,
inclusive,

25 *Defendant(s)*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN - 4 2024

BY Jessica Gardez
JESSICA GARDEZ, DEPUTY

Case No. CIVSB2116331

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

Hearing Date: February 13, 2024
Hearing Time: 1:30 p.m.
Hearing Dept.: S17, The Honorable
Joseph T. Ortiz

Action filed June 04, 2021

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Attorneys for Plaintiff(s),

SHELLA CROMWELL, AARON SALAZAR,

ANDREW FORREST, and all others similarly situated

1 The Motion of Plaintiffs Aaron Salazar, Shelia Cromwell, and Andrew Forrest (hereafter
2 referred to as "Plaintiffs") for Preliminary Approval of a Class Action Settlement (the "Motion")
3 was considered by the Court. The Honorable Joseph T. Ortiz presiding. The Court having
4 considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice
5 ("Settlement" or "Settlement Agreement"), and supporting papers, HEREBY ORDERS THE
6 FOLLOWING:

7 1 The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined only that there is sufficient evidence to suggest that the proposed settlement
11 might be fair, adequate, and reasonable, and that any final determination of those issues
12 will be made at the final hearing. The Court will make a determination at the hearing on the
13 motion for final approval of class action settlement (the "Final Approval Hearing") as to whether
14 the Settlement is fair, adequate and reasonable to the Settlement Class.

15 2 For purposes of this Preliminary Approval Order, the "Settlement Class" means
16 Defendant's decedent transport drivers but only for the period that the employee performed
17 transport services (collectively "Class Members"), who worked anytime during the Class Period.
18 The "Class Period" shall mean the period of time from October 12, 2017, through the earlier of
19 preliminary approval of the class action settlement or October 27, 2023.

20 3 Based on its records, Defendants estimate that, as of the date of the Settlement
21 Agreement, (1) there are 100 Class Members and 5,000.00 Total Work Weeks during the Class
22 period and (2) there were 53 Aggrieved Employees who received 1,157 PAGA Paychecks during
23 the PAGA Period. If the Work Weeks and/or Class Members as of the date the Court approves
24 the settlement exceeds the referenced 5,000.00 Work Weeks and/or 100 Class Members by more
25 than 10.00%, the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
26 Representative Service Payments, and the FWDA payment, will increase proportionally
27 according to the number of additional Work Weeks or Class Members, whichever results in a
28 higher increase in the Gross Settlement Amount. Alternatively, Defendant may elect to end the

1 Class Period on the date on which the number of workweeks reached 5,500

2 4 "Effective Date" means the date by when both of the following have occurred: (a)
3 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
4 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
5 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
6 one or more Participating Class Members objects to the Settlement, the day after the deadline for
7 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
8 day after the appellate court affirms the Judgment and issues a remittitur.

9 5 This action is provisionally certified pursuant to section 382 of the California Code
10 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
11 purposes of settlement only with respect to the proposed Settlement Class.

12 6 Not later than 15 days after the Court grants Preliminary Approval of the
13 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
14 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
15 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
16 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
17 employees who need access to the Class Data to effect and perform under the Settlement
18 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
19 discover that the Class Data omitted class member identifying information and to provide
20 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
21 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
22 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
23 issues related to missing or omitted Class Data.

24 7 No later than three (3) business days after receipt of the Class Data, the
25 Administrator shall notify Class Counsel that the list has been received and state the number of
26 Class Members, PAGA Members, Work Weeks, and PAGA Paychecks in the Class Data.

27 8 Using best efforts to perform as soon as possible, and in no event later than 14
28 days after receiving the Class Data, the Administrator will send to all Class Members identified

1 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet
2 with Spanish translation, if applicable substantially in the forms attached to this order as Exhibits
3 A, B, C, and D. The first page of the Class Notice shall prominently estimate the dollar amounts
4 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
5 and the number of Work Weeks and PAGA Paychecks (if applicable) used to calculate these amounts.
6 Before mailing Notice Packets, the Administrator shall update Class Member addresses using the
7 National Change of Address database.

8 9 Not later than 3 business days after the Administrator's receipt of any Notice
9 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
10 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
11 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
12 Packet to the most current address obtained. The Administrator has no obligation to make further
13 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
14 the USPS a second time.

15 10 Class Counsel's contact information is David G. Spivak, Esq., The Spivak Law
16 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
17 contact information is Orion S. Robinson, Esq., Robinson De Lando, A Professional Law
18 Corporation, 801 South Grand Avenue, Suite 500, Los Angeles, CA, 90017.

19 11 The deadlines for Class Members' written objections, Challenges to Work Weeks
20 and/or PAGA Paychecks (disputes), and Requests for Exclusion will be extended an additional
21 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
22 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
23 with the re-mailed Notice Packet.

24 12 If the Administrator, Defendants or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class Data and should
26 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
27 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
28 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class

1 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
2 requiring them to exercise options under the Settlement Agreement not later than 14 days after
3 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

4 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt out
5 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
6 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
7 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
8 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
9 the Class Member's election to be excluded from the Settlement and includes the Class Member's
10 name, address and email address or telephone number. To be valid, a Request for Exclusion must
11 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
12 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

13 14. The Administrator may not reject a Request for Exclusion as invalid because it
14 fails to contain all the information specified in the Class Notice. The Administrator shall accept
15 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
16 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
17 determination shall be final and not appealable or otherwise susceptible to challenge. If the
18 Administrator has reason to question the authenticity of a Request for Exclusion, the
19 Administrator may demand additional proof of the Class Member's identity. The Administrator's
20 determination of authenticity shall be final and not appealable or otherwise susceptible to
21 challenge.

22 15. Every Class Member who does not submit a timely and valid Request for Exclusion
23 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
24 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
25 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
26 Participating Class Member actually receives the Class Notice or objects to the Settlement.

27 16. Every Class Member who submits a valid and timely Request for Exclusion is a
28 Non-Participating Class Member and shall not receive an Individual Class Payment or have the

1 right to object to the class action components of the Settlement. Plaintiffs release all claims for
2 civil penalties that could have been sought by the Labor Commissioner for the violations
3 identified in Plaintiffs' pre-filing letter to the LWDA. Plaintiffs do not release the claim for wages
4 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
5 Member.

6 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
7 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
8 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA
9 Paychecks (if any) allocated to the Class Member in the Class Notice. This is also known as a
10 dispute. A Work Week Dispute form, attached as Exhibit C, may be used for this purpose but is
11 not required. The Class Member may challenge the allocation by communicating with the
12 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
13 Member to submit supporting documentation. In the absence of any contrary documentation, the
14 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
15 correct so long as they are consistent with the Class Data. The Administrator's determination of
16 each Class Member's allocation of Work Weeks and or PAGA Paychecks shall be final and not
17 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
18 copies of all challenges to calculation of Work Weeks and or PAGA Paychecks to Defense
19 Counsel and Class Counsel and the Administrator's determination the challenges.

20 18. Objections to Settlement. Only Participating Class Members may object to the
21 class action components of the Settlement and/or this Agreement, including contesting the
22 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
23 Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

24 19. Participating Class Members may send written objections to the Administrator, by
25 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
26 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
27 Participating Class Member who elects to send a written objection to the Administrator must do
28 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional

1 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
2 as Exhibit D may be used for this purpose but is not required.

3 20. Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 21. Not later than 14 days before the date by which Plaintiffs are required to file the
6 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
7 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
8 compliance with all of its obligations under the Settlement Agreement, including, but not limited
9 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
10 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
11 from Settlement it received (both valid or invalid), the number of written objections and attach
12 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
13 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
14 declaration(s) in Court.

15 22. The Court approves, as to form and content, the Class Notice in substantially the
16 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
17 substantially the form attached as Exhibit B to this Order, the Work Weeks Dispute form in
18 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
19 the form attached as Exhibit D to this Order.

20 23. The Court approves, for settlement purposes only, David G. Spivak of The Spivak
21 Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

22 24. The Court approves, for settlement purposes only, Aaron Salazar, Shelia
23 Cromwell, and Andrew Forrest as Class Representatives.

24 25. The Court approves Simpluris, Inc. as the Administrator.

25 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
26 costs subject to final review by the Court.

27 27. The Court preliminarily approves the estimated Administrator costs payable to the
28 Administrator subject to final review by the Court.

1 28. The Court preliminarily approves Plaintiffs' Class Representative Service
2 Payments subject to final review by the Court

3 29. A Final Approval Hearing shall be held on July 9, 2024 at 1:30 p.m. in Department
4 S17 of the Superior Court for the State of California, County of San Bernardino, located at the
5 San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415 to consider the
6 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
7 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
8 and costs and the Class Representative Service Payments to the Class Representatives. The notice
9 of motion and all briefs and materials in support of the motion for final approval of class action
10 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
11 Court sixteen (16) Court days before the Final Approval Hearing. Plaintiffs' counsel must give
12 notice to any objecting party of any continuance of the hearing of the motion for final approval.

13 30. If for any reason the Court does not execute and file a Final Approval Order and
14 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
15 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
16 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
17 litigation, as more specifically set forth in the Settlement.

18 31. The Court expressly reserves the right to adjourn or continue the Final Approval
19 Hearing from time to time without further notice to members of the Class. The Plaintiffs shall
20 give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

21 **IT IS SO ORDERED.**

22
23
24 DATE

25 THE HONORABLE JOSEPH T. ORTIZ
26 JUDGE OF THE SUPERIOR COURT
27
28

EXHIBIT A

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**
2 **DATE FOR FINAL COURT APPROVAL**

3 (case name: *Aaron Salazar, et al. v. Desert Cremation Society, Inc., et al.*, and number
4 CIVSB2116331)

5 *The Superior Court for the State of California authorized this Notice. Read it carefully!*
6 *It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

7 **You may be eligible to receive money** from an employee class action lawsuit ("Action")
8 against Desert Cremation Society, Inc. and Wiefels & Son II, Inc. ("Defendants") for alleged
9 violations of California's labor laws. The Action was filed by Defendants' employees Aaron
10 Salazar, Shelia Cromwell, and Andrew Forrest ("Plaintiffs") and seek payment of (1) wages and
11 other relief for a class of decedent transport drivers ("Class Members") Defendants during the
12 Class Period (October 12, 2017 to the earlier of preliminary approval of the class action settlement
13 or October 27, 2023), and (2) penalties under the California Private Attorney General Act
14 ("PAGA") for hourly, non-exempt decedent transport driver employees who worked for
15 Defendants during the PAGA Period (March 17, 2020 to the earlier of preliminary approval of
16 the class action settlement or October 27, 2023) ("Aggrieved Employees").

17 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants
18 to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund
19 Individual PAGA Payments and pay penalties to the California Labor and Workforce
20 Development Agency ("LWDA").

21 Based on Defendants' records, and the Parties' current assumptions, **your Individual**
22 **Class Payment is estimated to be \$**<<IndividualClassPaymentAmount>> **(less withholding)**
23 **and your Individual PAGA Payment is estimated to be**
24 **\$**<<IndividualPAGAPaymentAmount>>. The estimated dollar value of a Work Week is
25 <<\$increment type value>> and a PAGA Paycheck is <<1/a PayPeriodValue>>. The actual amount
26 you may receive likely will be different and will depend on a number of factors. (If no amount is
27 stated for your Individual PAGA Payment, then according to Defendants' records you are not
28 eligible for an Individual PAGA Payment under the Settlement because you didn't work during
the PAGA Period.) The individual payments amounts will vary. However, the average Individual
Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment
Amount>>. The average Individual PAGA Payment to a Class Member is estimated to be
<<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a
Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest
is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual
PAGA Payment to a Class Member is estimated to be <<\$Highest Individual PAGA Payment
Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendants' records showing that **you worked**
<<____>> **Work Weeks** during the Class Period and **you had** <<____>> **PAGA Paychecks**
during the PAGA Period. If you believe that you worked more Work Weeks and/or PAGA Paychecks,
you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement

If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement

If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating

The Opt-out Deadline is <<RESPONSE DEADLINE>>

1		Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
2		
3		You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiffs release Defendants from civil penalties they may owe to the Aggrieved Employees.
4		
5	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
6		
7		
8	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	
9		
10		
11		
12	You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
13		
14		
15		
16	You Can Challenge the Calculation of Your Work Week / PAGA Paychecks	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many PAGA Paychecks you received at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Paychecks you received according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.
17		
18		
19	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	
20		
21		
22		

23 **I. WHAT IS THE ACTION ABOUT?**

24 Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure
25 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
26 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to
27 maintain required payroll records, and related violations of the Labor Code. Based on the same
28 claims, Plaintiffs have also asserted a claim for civil penalties under the PAGA (Labor Code

1 section 2698 and sections that follow) ("PAGA"). Plaintiffs are represented by attorneys in the
2 Action. David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees
3 Law Group ("Class Counsel").

4 Defendants strongly deny violating any laws or failing to pay any wages and contend they
5 complied with all applicable laws.

6 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

7 So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the
8 merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator—a
9 retired judge—to (describe alternative means of negotiation) in an effort to resolve the Action by
10 negotiating an to end the case by agreement (settle the case) rather than continuing the expensive
11 and time-consuming process of litigation. The negotiations were successful. By signing a lengthy
12 written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a
13 judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have
14 negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree
15 the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants
16 do not admit any violations or concede the merit of any claims.

17 Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they
18 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
19 considering the strength of the claims and the risks and uncertainties of continued litigation, and
20 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
21 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
22 Notice, and scheduled a hearing to determine Final Approval.

23 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

24 A. Gross Settlement Amount. Defendants Will Pay \$500,000.00 as the Gross
25 Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement
26 into an account controlled by the Administrator of the Settlement. The Administrator will use the
27 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
28 Representative Service Payments, Class Counsel's attorney's fees and expenses, the
Administrator's expenses, and penalties to be paid to the California Labor and Workforce
Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will
fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become
final. The Judgment will be final on the date the Court enters Judgment, or a later date if
Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval
Hearing, Plaintiffs and or Class Counsel will ask the Court to approve the following deductions
from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing.

1 Attorney Fees and Costs. Up to \$166,666.66 (33.33% of the Gross

1 Settlement to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses
2 To date, Class Counsel have worked and incurred expenses on the Action without payment

3 2. Class Representative Service Payment Up to \$15,000.00 as a Class
4 Representative Service Payment for filing the Action, working with Class Counsel and
5 representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs
6 will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

7 3. Administration Expenses Up to \$10,000.00 to the Administrator for
8 services administering the Settlement

9 4. PAGA Penalties Up to \$20,000.00 for PAGA Penalties, allocated 75% to
10 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
11 based on their PAGA Paychecks

12 Participating Class Members have the right to object to any of these deductions. The Court
13 will consider all objections

14 Based on their records, Defendants estimated that, as of the date of the Settlement, (1)
15 there are 100 Class Members and 5,000.00 Total Work Weeks during the Class period and (2)
16 there were 53 Aggrieved Employees who received 1,157 PAGA Paychecks during the PAGA
17 Period. If the Work Weeks and or Class Members as of the date the Court approves the settlement
18 exceeds the referenced 5,000.00 Work Weeks and or 100 Class Members by more than 10.00%,
19 the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
20 Representative Service Payments, and the LWDA payment, will increase proportionally
21 according to the number of additional Work Weeks or Class Members, whichever results in a
22 higher increase in the Gross Settlement Amount

23 C. Net Settlement Distributed to Class Members. After making the above deductions
24 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
25 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
26 Members based on their Class Period Work Weeks

27 D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking
28 the Court to approve an allocation of 20.00% of each Individual Class Payment to taxable wages
("Wage Portion") and 80.00% to interest and penalties ("Non-Wage Portion"). The Wage Portion
is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving
you any advice on whether your Payments are taxable or how much you might owe in taxes. You
are responsible for paying all taxes (including penalties and interest on back taxes) on any

1 Payments received from the proposed Settlement. You should consult a tax advisor if you have
2 any questions about the tax consequences of the proposed Settlement.

3 **F. Need to Promptly Cash Payment Checks.** The front of every check issued for
4 Individual Class Payments and Individual PAGA Payments will show the date when the check
5 expires (the void date). If you don't cash it by the void date, your check will be automatically
6 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
7 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

8 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
9 should consult the rules of the Fund for instructions on how to retrieve your money. You can
10 contact the Unclaimed Property Fund at (800) 992-4647.

11 **G. Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated
12 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
13 Administrator in writing, not later than -- RESPONSE DEADLINE --, that you wish to opt-out.
14 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
15 for Exclusion by the -- RESPONSE DEADLINE -- Response Deadline. The Request for
16 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
17 Member's name, present address, telephone number, and a simple statement electing to be
18 excluded from the Settlement. You may use the enclosed Election Not To Participate In
19 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
20 Members) will not receive Individual Class Payments, but will preserve their rights to personally
21 pursue claims against Defendants for violations of California's labor laws.

22 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
23 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
24 Individual PAGA Payments and Plaintiffs release Defendants from civil penalties they may owe
25 to the Aggrieved Employees.

26 **G. The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is
27 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
28 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not
pay any money and Class Members will not release any claims against Defendants.

29 **H. Administrator.** The Court has appointed a neutral company, Simpluris, Inc. (the
30 "Administrator") to send this Notice, calculate and make payments, and process Class Members'
31 Requests for Exclusion. The Administrator will also decide Class Member Challenges over Work
32 Weeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to
33 administer the Settlement. The Administrator's contact information is contained in Section 9 of
34 this Notice.

35 **I. Participating Class Members' Release.** After the Judgment is final and Defendants
36 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
37 Participating Class Members will be legally barred from asserting any of the claims released under
38

1 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
2 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
3 their officers, directors, employees, and agents for wages based on the Class Period facts and
PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
Settlement

4 The Participating Class Members will be bound by the following release

5 All Participating Class Members, on behalf of themselves and their respective
6 former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, release Released Parties from all claims stated in the
Operative Complaint and those based solely upon the facts alleged in the Operative
8 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
9 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
10 Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period

11 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
12 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiffs release all
13 claims for civil penalties that could have been sought by the Labor Commissioner for the
violations identified in Plaintiffs' pre-filing letter to the LWDA; Plaintiffs do not release the
14 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member

15 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

16 A. Individual Class Payments. The Administrator will calculate Individual Class
17 Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked
by all Participating Class Members, and (b) multiplying the result by the number of Work Week
18 worked by each individual Participating Class Member

19 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
20 Payments by (a) dividing \$5,000.00 by the total number of PAGA Paychecks of all Aggrieved
Employees and (b) multiplying the result by the number of PAGA Paychecks of each individual
21 Aggrieved Employee

22 C. Work Week PAGA Paycheck Challenges. The number of Class Work Weeks you
23 worked during the Class Period and the number of PAGA Paychecks you received during the
PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
24 have until **the RESPONSE DEADLINE** to challenge the number of Work Weeks and or PAGA
Paychecks credited to you. You can submit your challenge by signing and sending a letter to the
25 Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator's contact information

1 You need to support your challenge by submitting copies of pay stubs or other records.
2 The Administrator will accept Defendants' calculation of Work Weeks and/or PAGA Paychecks
3 based on Defendants' records as accurate unless you send copies of records containing contrary
4 information. You should send copies rather than originals because the documents will not be
5 returned to you. The Administrator will resolve Work Week and/or PAGA Paycheck challenges
6 based on your submission and on input from Class Counsel (who will advocate on behalf of
7 Participating Class Members) and Defendants' Counsel. The Administrator's decision is final.
8 You can't appeal or otherwise challenge its final decision.

9
10 **5. HOW WILL I GET PAID?**

11 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
12 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
13 including those who also qualify as Aggrieved Employees. The single check will combine the
14 Individual Class Payment and the Individual PAGA Payment.

15 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
16 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
17 Settlement (i.e., every Non-Participating Class Member).

18 **Your check will be sent to the same address as this Notice. If you change your**
19 **address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has**
20 **the Administrator's contact information.**

21 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

22 Email, fax, or mail a written and signed letter with your name, present address, telephone
23 number, and a simple statement that you do not want to participate in the Settlement. You may
24 use the enclosed Election Not To Participate In Settlement form for this purpose. The
25 Administrator will exclude you based on any writing communicating your request be excluded.
26 Be sure to personally sign your request, identify the Action as *Aaron Salazar vs. Desert*
27 *Cremation Society, Inc.*, Case No. CIVSB2116331, and include your identifying information (full
28 name, address, telephone number, approximate dates of employment, and social security number
for verification purposes). You must make the request yourself. If someone else makes the
request for you, it will not be valid. You should send your Request for Exclusion to the
Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent**
your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid. Section
9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee,
you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding
whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to
approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will
file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why

1 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
2 stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and
3 (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon
4 reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will
5 send you copies of these documents at no cost to you. You can also view them and the Settlement
6 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
7 website <<COURT WEBSITE>>.

8 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
9 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
10 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
11 Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to
12 the Administrator is <<RESPONSE DEADLINE>>** Be sure to tell the Administrator what
13 you object to, why you object, and any facts that support your objection. Make sure you identify
14 the Action, *Aaron Salazar vs. Desert Cremation Society, Inc.*, case no. CIVSB2116331, and
15 include your name, current address, telephone number, and approximate dates of employment for
16 Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact
17 information. You may use the enclosed Objection form for this purpose. You should send your
18 objection to the Administrator by email, fax, or send by regular U.S. mail.

19 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
20 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
21 to tell the Court what you object to, why you object, and any facts that support your objection.
22 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
23 Hearing.

24 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

25 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
26 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department S17 of the San
27 Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third
28 Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final
Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel,
Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel
and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
personally or virtually by <<CourtConnect/CourtCall/Microsoft Teams>>
(<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current
information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

1 The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the
2 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
3 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
4 NUMBER>. You can also telephone or send an email to Class Counsel or the Administrator
5 using the contact information listed below, or consult the Superior Court website by going to
6 (<http://www.sccourt.ca.gov/COURTSWEBSITE.aspx>) and entering the Case Number for the Action, Case
7 No. CIVSB2116331. You can also make an appointment to personally review court documents
8 in the Clerk's Office at the San Bernardino Justice Center by calling <<CLERK OF COURT'S
9 PHONE NUMBER>.

10 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
11 **ABOUT THE SETTLEMENT.**

12 **Class Counsel**

13 Name of Attorney David G. Spivak
14 Email Address david@spivaklaw.com
15 Name of Firm The Spivak Law Firm
16 Mailing Address 8605 Santa Monica Bl.
17 PMB 42554
18 West Hollywood, CA 90069
19 Telephone (213) 725-9094

20 **Administrator**

21 Name of Company Simpluris, Inc.
22 Email Address
23 Mailing Address
24 Telephone
25 Fax Number

26 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

27 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
28 as long as you request a replacement before the void date on the face of the original check. If
29 your check is already void:

30 ☐ you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for
31 instructions on how to retrieve the funds. You can contact the Unclaimed Property Fund at (800)
32 992-4647.

33 ☐ you will have no way to recover the money.

34 **11. WHAT IF I CHANGE MY ADDRESS?**

35 To receive your check, you should immediately notify the Administrator if you move or otherwise
36 change your mailing address.

EXHIBIT B

1 *Salazar, et al v. Desert Cremation Society, Inc., et al*
2 **Superior Court of the State of California, County of San Bernardino**
3 Case No. CIVSB211633

4 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

5 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR**
6 **A SHARE OF THE SETTLEMENT PROCEEDS,**
7 **DO NOT FILL OUT THIS FORM.**

8 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND**
9 **SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR**
10 **POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

11 *Salazar, et al v. Desert Cremation Society, Inc., et al* Class Action Administrator
12 c/o _____

13 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
14 excluded from the class and **not** to participate in the proposed settlement. I understand this means that I will not be
15 bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the
16 Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved
17 Employee under the Settlement, I will still receive an Individual PAGA Payment.

18 (Typed or Printed Name)

19 (Address)

20 (City, State, Zip Code)

21 (Telephone Number, Including Area Code)

22 (Identification Number)

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
24 correct and was executed on _____

25 Dated _____

26 (Signature)

EXHIBIT C

1 **WORK WEEK DISPUTE FORM**

2 Superior Court of The State of California

3 For The County of San Bernardino

4 *Aaron Salazar, et al v. Desert Cremation Society, Inc., et al*, Case No. CIVSB2116331

5 Indicate Name Address Changes, if any

6 <<Name>>

7 << Address>>

8 << City>>, <<State>> <<Zip Code>>

9 XX XX -

10 TO FROM OCTOBER 12, 2017 THROUGH THE EARLIER OF
11 PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT OR OCTOBER 27,
12 2023

13 The amount of your estimated Individual Class Payment and Individual PAGA Payment
14 (settlement award or settlement share) is based upon the number of Work Weeks you worked
15 between October 12, 2017 and the earlier of preliminary approval of the class action settlement
16 or October 27, 2023 and Work Weeks you worked between March 17, 2020 and the earlier of
17 preliminary approval of the class action settlement or October 27, 2023. "Individual Class Work
18 Weeks" are defined as any Work Week in which you worked at least one (1) day as an hourly,
19 non-exempt decedent transport driver of Desert Cremation Society, Inc. and Wiefels & Son II,
20 Inc. ("Defendant") in California during the calendar week. "Individual PAGA Paychecks" are
21 defined as any Paycheck you received with at least one (1) day as an hourly, non-exempt decedent
22 transport driver of Desert Cremation Society, Inc. and Wiefels & Son II, Inc. ("Defendants") in
23 California during the calendar week during the period of March 17, 2020 through the earlier of
24 preliminary approval of the class action settlement or October 27, 2023. The number of Class
25 Work Weeks and PAGA Paychecks applicable to your claim are set forth below.

19 **YOUR ELIGIBLE WORK WEEKS**

20 Defendants' records indicate that you worked -- number of Work Weeks -- Work Weeks
21 between October 12, 2017 and the earlier of preliminary approval of the class action settlement
22 or October 27, 2023 and -- number of Paychecks -- PAGA Paychecks between March 17, 2020
23 through the earlier of preliminary approval of the class action settlement or October 27, 2023.

23 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

24 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
25 in the approximate estimated amount of -- \$Settlement Share Amount --, minus all applicable
26 payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
27 process may take six months or more. You will receive a Form W-2 reflecting the payment to
28

1 you. Your settlement share reflected on this Notice is only an estimate. The exact amount of the
2 payment could vary, up or down.

3 If you wish to dispute the number of October 12, 2017 credited to you, or anything else about
4 your employment status, you must complete and return this form by indicating what you believe
5 is incorrect on the blank lines below and return it on or before -- RESPONSE DEADLINE -- to
6 the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as
7 a postmark or delivery service date stamp). You may use this Work Weeks Dispute form for this
8 purpose. You must also send any documents or other information that you contend supports your
9 belief that the information set forth above is incorrect. The Administrator will resolve any dispute
10 based upon Defendants' records and any information you provide. Please be advised that the
11 information on this Work Weeks Dispute Form is presumed to be correct unless the documents
12 you submit are company records from Defendants.

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**UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK
WEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT
STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

EXHIBIT D

1 **OBJECTION FORM**

2 ***Aaron Salazar, et al. v. Desert Cremation Society, Inc., et al.***
3 **Superior Court of the State California, County of San Bernardino**
4 **Case No. CIVSB2116331**

5 Please verify and or complete any missing identifying information

6 CPE ID: CPE ID

CORRECT NAME AND ADDRESS HERE

Name

Address¹

Address²

City

State

Zip

10/10/2021 10:00 AM

10 THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE
11 SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF
12 YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS
13 FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU
14 SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-
15 XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO
16 THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE
17 ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

18 IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.
19 THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING
20 DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR
21 THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 I ☐ DO NOT OBJECT to the *Aaron Salazar, et al. v. Desert Cremation Society, Inc., et al.*
27 Settlement on the following grounds (if additional space necessary, please include additional
28 sheets of paper):

1
2 I am or will be represented by an attorney (provide name and address of attorney on lines
3 below if applicable)

4
5
6
7
8
9 Executed on _____, 2023

(Signature)

-- Name --

(Printed Name)

14
15 EMAIL TO THE ADMINISTRATOR <<____@____.COM>>

16 FAX TO THE ADMINITRATOR <<(XXX) XXX-XXXX>>

17 MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
18 POSTMARKED NOT LATER THAN -- RESPONSE DEADLINE --

19 *Aaron Salazar, et al v. Desert Cremation Society, Inc. et al. Administrator*
20 [ADDRESS]

21 <<____>>

22 <<____>>

23 <<____>>

PROOF SERVICE

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as filed with the court.

I am a member of the bar of the State of California, and I am duly qualified to practice law in said State. I am a member of the bar of the State of California, and I am duly qualified to practice law in said State. I am a member of the bar of the State of California, and I am duly qualified to practice law in said State.

I am a member of the bar of the State of California, and I am duly qualified to practice law in said State. I am a member of the bar of the State of California, and I am duly qualified to practice law in said State. I am a member of the bar of the State of California, and I am duly qualified to practice law in said State.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 1st day of May, 2011. AMENDED
[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Orion S. Robinson, Esq
Robinson Di Lando, APLC
801 South Grand Avenue, Suite 500
Los Angeles, CA 90017
orobinson@rdwlaw.com

I am a member of the bar of the State of California, and I am duly qualified to practice law in said State. I am a member of the bar of the State of California, and I am duly qualified to practice law in said State. I am a member of the bar of the State of California, and I am duly qualified to practice law in said State.

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