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7 Attorneys for Plaintiff,
8 SHELIA 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 SHELIA CROMWELL, AARON SALAZAR,
15 and ANDREW FORREST, on behalf of
16 themselves, all others similarly situated, and as
17 “aggrieved employees” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorney General Act of 2004,,
18

19 *Plaintiff(s),*

20 vs.

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

25 *Defendant(s).*

Case No. CIVSB2116331

**[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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ANDREW FORREST, and all others similarly situated



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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 LWDA 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



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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



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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 Di 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



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

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

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

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

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



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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



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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 as the Class
23 Representative.

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.



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

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

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

22 **IT IS SO ORDERED.**

23
24
25 **DATE**

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



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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”) against Desert Cremation Society, Inc. and Wiefels & Son II, Inc. (“Defendants”) for alleged violations of California’s labor laws. The Action was filed by Defendants’ employees Aaron Salazar, Shelia Cromwell, and Andrew Forrest (“Plaintiffs”) and seek payment of (1) wages and other relief for a class of decedent transport drivers (“Class Members”) Defendants during the Class Period (October 12, 2017 to the earlier of preliminary approval of the class action settlement or October 27, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for hourly, non-exempt decedent transport driver employees who worked for Defendants during the PAGA Period (March 17, 2020 to the earlier of preliminary approval of the class action settlement or October 27, 2023) (“Aggrieved Employees”).

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

15 Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$increment type value>> and a PAGA Paycheck is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not 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>>.

25 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>>	

	Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. 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.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	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.
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.
You Can Challenge the Calculation of Your Work Week / PAGA Paychecks Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	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.

1. WHAT IS THE ACTION ABOUT?

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 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same 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
Law Group (“Class Counsel.”)

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

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

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

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

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

18 A. Gross Settlement Amount. Defendants Will Pay \$500,000.00 as the Gross
19 Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement
20 into an account controlled by the Administrator of the Settlement. The Administrator will use the
21 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
22 Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the
23 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.

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

- 27 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 E. 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 F. 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.

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

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

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
8 Operative Complaint and those based solely upon the facts alleged in the Operative
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 <<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.
26
27
28

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.

6 5. HOW WILL I GET PAID?

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

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

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

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

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

24 7. HOW DO I OBJECT TO THE SETTLEMENT?

25 Only Participating Class Members have the right to object to the Settlement. Before deciding
26 whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to
27 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will
28 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/MicrosoftTeams>>
(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.

29 **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.<<COURT'S WEBSITE>>.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>>.

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

Class Counsel:

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

Administrator:

15 Name of Company: Simpluris, Inc.
16 Email Address: ____
17 Mailing Address: ____
18 Telephone: ____
Fax Number: ____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

23 ☐ you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for
24 instructions on how to retrieve the funds. You can contact the Unclaimedx Property Fund at (800)
25 992-4647.

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

11. WHAT IF I CHANGE MY ADDRESS?

27 To receive your check, you should immediately notify the Administrator if you move or otherwise
28 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. CIVSB2116331

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 _____
14 _____

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

20 _____
21 (Typed or Printed Name)

22 _____
23 (Address)

24 _____
25 (City, State, Zip Code)

26 _____
27 (Telephone Number, Including Area Code)

28 _____
(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
correct and was executed on ____.

Dated: ____.
(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.

26 **YOUR ELIGIBLE WORK WEEKS**

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

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

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

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.

13 _____
14 _____
15 _____
16 _____

17 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK**
18 **WEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT**
19 **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 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

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.**

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

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

21 [] I OBJECT to the *Aaron Salazar, et al. v. Desert Cremation Society, Inc., et al.*
22 Settlement on the following grounds (if additional space necessary, please include additional
23 sheets of paper):

23 _____

24 _____

25 _____

26 _____

27 _____

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<____@____.COM>>

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

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

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

<<____>>
<<____>>
<<____>>