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3 **SUPERIOR COURT OF STATE OF CALIFORNIA**
4 **FOR THE COUNTY ORANGE-CIVIL COMPLEX CENTER**
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6 CELIA MARTINEZ, as an individual and on
7 behalf of other similarly situated employees,

8 Plaintiff,

9 vs.

10 RUBY BROTHERS III, a California
11 corporation; RUBY CORP., a California
12 corporation, MCRU, INC., a California
13 corporation, RUBY BROTHERS, a California
14 corporation, RUBY BROTHERS TOO, a
15 California corporation, E RUBY PARTNERS,
16 LLC, a California corporation, and DOES 1-
17 50, inclusive,

18 Defendants.
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CASE NO.:30-2021-01204252-CU-OE-CXC

Assigned for all purposes to:
Hon. Peter Wilson
Dept. CX 101

**[PROPOSED] ORDER GRANTING
MARTINEZ PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 1, 2022
Time: 2:00 p.m.
Place: Department CX 101

Case filed: January 27, 2020
Trial date: TBD

**[PROPOSED] ORDER GRANTING MARTINEZ PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 THIS MATTER having been brought before the Court on behalf of Plaintiff Celia
2 Martinez (referred to herein as “Plaintiff”), through his attorneys, pursuant to California Rule of
3 Court 3.769 and other applicable rules and laws, to request an order granting preliminary
4 approval of a class action settlement and directing the dissemination of notice to the class (the
5 “Order”); the Court having reviewed the Plaintiff’s submissions, having held a hearing on
6 December 1, 2022, and having found that Plaintiff is entitled to the relief sought, and for good
7 cause shown:

8 IT IS HEREBY ORDERED that Plaintiff’s motion is GRANTED, and it is further
9 ORDERED as follows:

10 1. This proposed fully executed Stipulation of Class Action Settlement and Joint
11 Amendment to Settlement Agreement (“Settlement Agreement” or “Agreement”), submitted
12 with the motion and filed with the Court, is preliminarily approved as being within the range of
13 potential final approval.¹

14 2. Based upon the submission to the Court and attachments and exhibits thereto, the
15 Court conditionally makes the following findings solely for settlement purposes only, subject to
16 final approval at the Final Approval Hearing:

- 17 a. The Class Members are so numerous as to make joinder impracticable;
18 b. There are questions of law and fact common to the Class Members, and such
19 questions predominate over any questions affecting only individual Class
20 Members;
21 c. Named Plaintiff’s claims and the defenses thereto are typical of the claims of
22 the Class Members and the defenses thereto;
23 d. Named Plaintiff’s and Class Counsel can protect and have fairly and
24 adequately protected the interest of the Class members in the lawsuit; and
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27 ¹ Unless otherwise specified, all defined terms in this Order have the same meaning as the meaning described in the Settlement
28 Agreement, and those terms are incorporated here by this reference. To the extent there is any conflict between the definitions of those terms, the
definitions in the Settlement Agreement will control.

**[PROPOSED] ORDER GRANTING MARTINEZ PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 e. A class action is superior to all other available methods for fairly and
2 efficiently resolving the claims in connection to this lawsuit and provides
3 substantial benefits to the Class Members.

4 3. Accordingly, solely for purposes of this settlement only, the Court preliminarily
5 approves the Named Plaintiff as representative of the Class Members, and conditionally certifies
6 a settlement class defined as follows:

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8 Nonexempt Class: All current and former non-exempt employees who or were
9 employed by Defendants in California at any time during the class period [June 4,
10 2017, through June 17, 2022].

11 4. This matter is conditionally certified as a class action for settlement purposes only
12 under California Code of Civil Procedure Section 382 and California Rules of Court, Chapter 6,
13 Rules 3.767 *et seq.*, and/or other laws as applicable. If the settlement does not receive final
14 approval, Defendants retain the right to assert that this action may not be certified as a class
15 action for liability purposes.

16 5. Solely for purposes of implementing the Settlement Agreement and for purposes of
17 this settlement, the Court preliminarily appoints as Class Counsel Jackson Law, APC.

18 6. The Court finds that the Settlement Agreement falls within the range of possible
19 approval such that it warrants notice thereto and further orders notice of the settlement to be
20 disseminated to the Class Members in the manner set forth herein and in the Settlement
21 Agreement.

22 7. A final hearing (the “Final Approval Hearing”) shall be held before this Court in
23 Department CX 101 on April 6, 2023 at 2:00 p.m. to determine whether: (a) the Court should
24 finally approve the Settlement Agreement and determine that the terms contained therein are fair,
25 reasonable, adequate, and in the best interests of the Class Members, (b) the Court should enter
26 final judgment dismissing with prejudice the operative Complaint in this lawsuit, (c) to approve
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1 the application for the Attorneys' Fee Award to Class Counsel and Named Plaintiff's Incentive
2 Awards in a manner consistent with the Settlement Agreement. The Final Approval Hearing may
3 be postponed, adjourned or continued by further order of this Court, without further notice to the
4 Class Members.

5 8. At the Final Approval Hearing, the Court will consider and determine whether the
6 Settlement Agreement should be finally approved as fair, adequate and reasonable in light of any
7 timely valid objections presented by the Class Members and the parties' responses to any such
8 objections that have been submitted to the Court in accordance with the provisions set forth
9 below.

10 9. The Court hereby approves the appointment of ILYM, Group Inc. ("Claims
11 Administrator") as the Claims Administrator for the purposes of disseminating the Class Notice,
12 Objection Form, Dispute Form and Exclusion Form attached hereto, which are hereby approved,
13 and for purposes of administering the terms of the settlement as set forth in the Settlement
14 Agreement. ILYM, Group Inc. shall perform its duties consistent with the provisions contained
15 within the Settlement Agreement. The deadline to submit Exclusion Forms, Dispute Forms, or
16 Objection Forms shall be postmarked no later than 60 days from date of mailing by the
17 administrator ILYM, Group Inc.

18 10. Any Class Member may object to the fairness, reasonableness or adequacy of the
19 proposed settlement. To assert a valid and timely objection to the Settlement, a Class Member
20 may file a written objection with ILYM, Group Inc. no later than 60 days from the date of
21 mailing by the administrator ILYM, Group Inc. Alternatively, a Class Member may appear at the
22 final approval hearing and object at that time.

23 11. The Court finds that the manner of dissemination and content of the Class Notice
24 specified in detail in the Settlement Agreement (i) is the best notice practicable, (ii) is reasonably
25 calculated, under the circumstances, to apprise Class Members of the pendency of the lawsuit
26 and of their right to object to or to exclude themselves from the proposed settlement, (iii) is
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**[PROPOSED] ORDER GRANTING MARTINEZ PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive
2 notice, and (iv) meets all applicable requirements of applicable law.

3 12. Class Counsel shall file and serve papers in support of final approval of the
4 Settlement no later than sixteen (16) court days in advance of the Final Approval Hearing.

5 13. ILYM, Group Inc. is hereby ordered no later than sixteen (16) court days before the
6 Final Approval Hearing to file an affidavit attesting completeness and accuracy of the proof of
7 mailing of the Class Notice, Dispute Form, Objection Form and Exclusion Form to the Class
8 Members. The Class Notice is approved attached hereto as Exhibit A. The Exclusion Form is
9 approved attached hereto as Exhibit B. The Objection Form is approved attached hereto as
10 Exhibit C. The Dispute Form is approved attached hereto as Exhibit D.
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13 Dated:

JUDGE OF THE SUPERIOR COURT

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16 By: _____
The Honorable Judge Peter Wilson
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**[PROPOSED] ORDER GRANTING MARTINEZ PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

**MARTINEZ V. RUBY BROTHERS III ET AL.,
ORANGE COUNTY COURT CASE NO. 30-2021-01204252-CU-OE-CXC**

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

**ATTENTION: IF YOU HAVE BEEN EMPLOYED BY RUBY BROTHERS III, ET AL..
AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD
BEGINNING **JUNE 4, 2017 AND ENDING ON JUNE 18, 2022**, YOU ARE ENTITLED
TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Celia Martinez (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendants Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby Brothers Too, E. Ruby Partners, LLC. (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to provide required rest breaks; (2) failed to provide required meal breaks; (3) failed to pay all wages upon termination; (4) failed to furnish accurate itemized wage statements; (5) failed to reimburse for business expenses; and (6) engaged in unfair business practices. Plaintiff also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiff’s claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **June 4, 2017 to June 18, 2022** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **June 4, 2020 to June 17, 2022**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on June 4, 2017 to

	June 18, 2022. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on June 4, 2017 to June 18, 2022 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, consisting of a concise statement of the reasons for the objection, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendants in California as non-exempt employees (“Class Members”) during the period beginning on **June 4, 2017 to June 18, 2022** (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as case captioned *Martinez v. Ruby Brothers, et al* and is pending in the Superior Court of California for the County of Orange (the “Action”). Celia Martinez is the Plaintiff, and the companies she sued, Defendants Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby Brothers Too, E. Ruby Partners, LLC, are the Defendants.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendants. She alleges that Defendants did not provide proper meal or rest breaks, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, failed to reimburse for business expenses, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that she and the Class Members are entitled to recover unpaid meal and rest period premiums, reimbursement of expenses, interest, and statutory and civil penalties. Defendants deny that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks and reimbursed for any expenses. However, both Plaintiff and Defendants believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Celia Martinez) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Peter Wilson issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **June 4, 2017 to June 18, 2022** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **June 4, 2020 to June 17, 2022** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendants’ policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendants deny all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and her lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of One Million Two Hundred Ninety Thousand Dollars (\$1,290,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed \$429,957.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$20,000.00), a Class Representative Service Award to Plaintiff Celia Martinez in the amount of (\$5,000) for their services, the PAGA Settlement Amount (i.e., a payment of Fifty Thousand Dollars (\$50,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Six Thousand Dollars (\$12,500.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, ILYM, Group Inc.. (estimated not to exceed \$20,000.00), which will result in a maximum amount payable by Defendants for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendants' share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendants as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Pay Periods for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Pay Periods} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 33% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, 33% shall be reported as non-wage interest not subject to payroll tax withholdings on IRS Form 1099, and 34% shall be reported as penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro

rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendants in the State of California at any time during the PAGA Period as a non-exempt employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000.00). Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Twelve Thousand Five Hundred Dollars (\$12,500.00) shall be distributed to PAGA Group Members as their PAGA Payment. The “PAGA Period” is the period of time from June 4, 2020 to June 18, 2022. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendants shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Twelve Thousand Five Hundred Dollars (\$12,500.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendants as a non-exempt employee.

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may submit supporting evidence to the Settlement Administrator postmarked no later than by **[+60 days from date of mailing]**.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked in California for Defendants as a non-exempt employee during the Class Period is **_____**. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is **_____**.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$**_____**, less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$**_____**.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is

important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendants, Plaintiff and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for damages, civil penalties that could have been sought by themselves or the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods (4) failure to permit rest breaks (5) failure to provide accurate itemized wage statements (6) failure to pay all wages due upon separation of employment (7) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims against Defendants (the "Released Parties"). The Class Members will release class claims for a release period from **June 4, 2017 to June 18, 2022**. The PAGA Group Member will release PAGA claims regardless of whether they opt-out with a release period from **June 4, 2020 to June 17, 2022**.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendants make payment to the Settlement Administrator. Defendants have within (b) thirty days after the Court signs the Final order to make the full

payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and may be faxed or mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON LAW, APC

Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer Jr.
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$429,957.00) plus actual litigation costs and expenses (not to exceed \$20,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendants also agree to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Celia Martinez as Enhancement Awards for their participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Eighteen Thousand Dollars (\$37,500.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Twenty Thousand Dollars (\$20,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail or faxed, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

ILYM Group Inc.
14751 Plaza Drive, Ste. J.
Tustin, California 92780

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not

object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department CX102 of the **Orange County Superior Court, located at 751 W. Santa Ana, Blvd, Santa Ana, California 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiff Celia Martinez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on [**INSERT DATE**]. The case is assigned to Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana., Blvd, Santa Ana, California 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

ILYM Group Inc.
14751 Plaza Drive, Ste. J.
Tustin, California 92780

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**. The key documents will include the operative complaint, the settlement and any amendments thereto, the class notice, the motions for preliminary and final approval, the orders granting preliminary and final approval, and the final judgment.

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

MARTINEZ V. RUBY BROTHERS III, ET AL.
ORANGE COUNTY COURT CASE NO. 30-2021-01204252-CU-OE-CXC

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE
TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE
ADDRESS BELOW, POSTMARKED NO LATER THAN _____.**

MARTINEZ V. RUBY BROTHERS III, ET AL. ADMINISTRATOR

(Administrator's Address)

(Administrator's Telephone Number)

(Administrator's Facsimile Number)

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**. I also understand that I will be bound by the agreement concerning PAGA claims and cannot exclude myself from the PAGA settlement. I will also receive a payment for the resolution of the PAGA claims even if I exclude myself from the class claims.

Dated: _____, 2022.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

EXHIBIT C

**MARTINEZ V. RUBY BROTHERS III,
ORANGE COUNTY COURT CASE NO. 30-2021-01204252-CU-OE-CXC**

OBJECTION FORM

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU **OBJECT** TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR FAX NUMBER BELOW SO THAT IT IS POSTMARKED OR FAX STAMPED ON OR BEFORE .

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement.** You cannot object to the Settlement if you request exclusion from the Settlement.

☐ I OBJECT to the *Celia Martinez. v. Ruby Brothers III*, Settlement on the following grounds:

(Attach additional pages if need.)

(Signature)

(Date)

(Print Name)

(Address)

(Telephone Number)

(City / State / Zip Code)

All Objection Forms must be postmarked or fax stamped no later than . Mail or fax your fully completed and signed Objection Form to:

[Settlement Administrator]
Re: <i>Celia Martinez. v. Ruby Brothers III</i>
[Address]
[City, State, Zip]
[Telephone Number; Fax Number]

EXHIBIT D

**MARTINEZ V. RUBY BROTHERS III ET AL.,
ORANGE COUNTY COURT CASE NO. 30-2021-01204252-CU-OE-CXC**

WORKWEEK DISPUTE FORM

If you believe the number of Workweeks credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked on or before **[RESPONSE DEADLINE OR EXTENDED RESPONSE DEADLINE IF APPLICABLE]**. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number (*Martinez v. Ruby Brothers, et al.*, Orange County Superior Court, Case No. 30-2021-01204252-CU-OE-CXC); and (3) a concise statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate.

STATEMENT EXPLAINING BASIS OF DISPUTE

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Last Four of Social Security Number)

The Claims Administrator is ILYM Group, Inc.

The Claims Administrator can be contacted at:

Celia Martinez, et al. v. Ruby Brothers III, et al.

c/o ILYM Group

www.ilymgroupclassaction.com

Phone: 888-250-6810

Fax: 888-845-6185
