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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

BRIANNA FLORES, TANIA ESTREMERA
individually, and on behalf of other members
of the general public similarly situated;
DEXTER NORMAN HANSEN, individually
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

v.

BISCOMERICA CORP., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVDS1930814

Honorable David S. Cohn
Department S-26

CLASS ACTION

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

Date: April 29, 2022
Time: 10:00 a.m.
Department: S-26

Complaint Filed: October 15, 2019
FAC Filed: July 28, 2021
Trial Date: None Set

1 This matter has come before the Honorable David S. Cohn in Department S-26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on April 29, 2022 at
3 10:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Brianna Flores, Tania Estremera, individually and on
5 behalf of all other similarly situated, and Dexter Norman Hansen, individually, and on behalf of
6 other aggrieved employees, (collectively, the "Plaintiffs"), and Varner & Brandt LLP and Lewis
7 Brisbois Bisgaard & Smith LLP appear as counsel for Defendant Biscomerica Corp. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
14 the Declaration of Edwin Aiwarzian in Support of Plaintiffs' Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

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

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

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Awards, LWDA Payment, Settlement Administration
3 Fees, and payments to the Settlement Class Members and all Class Members who worked for
4 Defendant within the State of California at any time during the period from October 15, 2018 through
5 June 10, 2021 ("PAGA Members"), provided thereby, appear to be within the range of
6 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
7 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
8 preliminarily finds that the monetary settlement awards made available to the Class Members are
9 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
10 relating to certification, liability, and damages issues.

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets
12 the requirements for certification under section 382 of the California Code of Civil Procedure in
13 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
14 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject matter of the
16 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
17 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
18 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
19 Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the
20 representatives of the Class.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
22 follows:

23 All current and former hourly-paid and/or non-exempt employees who worked for
24 Defendant within the State of California at any time during the period from October
15, 2015 through June 10, 2021.

25 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
26 ("Class Counsel").

27 8. The Court provisionally appoints Plaintiffs Brianna Flores and Tania Estremera as
28 the representatives of the Class ("Class Representatives").

1 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”) to
2 handle the administration of the Settlement (“Settlement Administrator”).

3 10. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
4 provide the Settlement Administrator with the following information about each Class Member: last
5 known full name, last known address, last known telephone number, Social Security number and
6 employee ID number, start and end dates of employment as a non-exempt and/or hourly-paid
7 employee of Defendant in California during the Class Period, and Covered Workweeks (collectively
8 referred to as the “Class Data”), in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
11 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
12 Class Notice appears to fully and accurately inform the Class Members of all material elements of
13 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
14 out request, of Class Members’ right to dispute the Covered Workweeks credited to each of them,
15 and of each Settlement Class Member’s right and opportunity to object to the Settlement by
16 submitting an objection to the Settlement Administrator. The Court further finds that distribution of
17 the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
18 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
19 requirements of due process and shall constitute due and sufficient notice to all persons entitled
20 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-
21 Class U.S. mail to all Class Members within fifteen (15) calendar days of receipt of the Class Data,
22 pursuant to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely written opt out request in
26 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
27 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the
28 Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice,

1 the Response Deadline will be the later of either fifteen (15) calendar days from the date of the re-
2 mailing or the original sixty (60) calendar day deadline. Any such person who timely and validly
3 chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery
4 under the Class Settlement and will not be bound by the Class Settlement or have any right to object,
5 appeal, or comment thereon. Nevertheless, all PAGA Members (including those who request
6 exclusion from the Class Settlement) shall be bound by the PAGA Settlement and shall be issued
7 Individual PAGA Payments. Class Members who have not submitted a timely and valid request to
8 be excluded from the Class Settlement (i.e., Settlement Class Member) shall be bound by the
9 Settlement Agreement and any final judgment based thereon.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m. in
12 Department S-26 of the San Bernardino County Superior Court, located at 247 West Third Street,
13 San Bernardino, California 92415, to determine all necessary matters concerning the Settlement,
14 including: whether the proposed settlement of the action on the terms and conditions provided for in
15 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
16 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
17 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
18 Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs,
19 Enhancement Awards, Settlement Administration Fees, and allocation for the PAGA Payment.

20 14. Class Counsel shall file a motion for final approval of the Settlement and for
21 Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Fees, along with
22 the appropriate declarations and supporting evidence, including the Settlement Administrator's
23 declaration, by _____, to be heard
24 at the Final Approval Hearing.

25 15. To object to the Settlement, a Class Member must mail to the Settlement
26 Administrator a written notice of objection on or before the Response Deadline. The objection must
27 be signed and must contain the information that is required, as set forth in the Class Notice, including
28 and not limited to the grounds for the objection.

1 16. The Settlement is not a concession or admission, and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
6 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
7 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
8 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
9 implementation, interpretation, or enforcement of the Settlement.

10 17. In the event the Settlement does not become effective in accordance with the terms
11 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
12 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
13 vacated, and the Parties shall revert back to their respective positions as of before entering into the
14 Settlement Agreement.

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

19 **IT IS SO ORDERED.**

20
21 Dated: _____

22 By: _____
23 The Honorable DAVID S. COHN
24 Judge of the Superior Court
25
26
27
28

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Brianna Flores, et al. v. Biscomerica Corp., et al.
San Bernardino County Superior Court, Case No. CIVDS1930814
and
Tania Estremera v. Biscomerica Corp., et al.
San Bernardino County Superior Court, Case No. CIVDS2004539

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matters.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of San Bernardino (the "Court" or "San Bernardino County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between plaintiffs Brianna Flores, Tania Estremera, and Dexter Hanson ("Plaintiffs") and Defendant Biscomerica Corp. ("Defendant"), was granted on [preliminary approval date], in the now-consolidated cases entitled *Brianna Flores, et al. v. Biscomerica Corp., et al.*, San Bernardino County Superior Court, Case No. CIVDS1930814 (the "*Flores* Action") and *Tania Estremera v. Biscomerica Corp., et al.*, San Bernardino County Superior Court, Case No. CIVDS2004539 (the "*Estremera* Action") (together, the "Actions" or "Consolidated Action"), which may affect your legal rights.

I. IMPORTANT DEFINITIONS

"**Class Settlement**" means the settlement and resolution of the Released Claims (as defined below in Section III.D), except for those arising under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA").

"**Class**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from October 15, 2015 through June 10, 2021.

"**PAGA Settlement**" means the settlement and resolution of the Released Claims arising under PAGA.

"**PAGA Member**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from October 15, 2018 through June 10, 2021.

II. BACKGROUND OF THE ACTION

On October 15, 2019, Plaintiff Brianna Flores commenced the *Flores* Action against Defendant, in the Superior Court of California for the County of San Bernardino, Case No. CIVDS1930814. On February 11, 2020, Plaintiff Tania Estremera commenced the *Estremera* Action against Defendant in the San Bernardino County Superior Court, Case No. CIVDS2004539.

On July 28, 2021, Plaintiffs filed the First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint" or "First Amended Complaint") to consolidate the *Flores* Action and *Estremera* Action for purposes of settlement, with the *Flores* Action as the lead action.

Collectively, Plaintiffs alleged that Defendant violated the California Labor Code and California Business and Professions Code with respect to themselves and the Class Members by, *inter alia*, failing to properly pay for all hours worked, including minimum and overtime wages, failing to provide legally-compliant meal and rest periods or premium pay in lieu thereof, failing to properly reimburse business expenses, failing to provide accurate wage statements, failing to maintain accurate payroll records, and failing to timely pay wages upon separation and during employment and associated waiting time penalties thereby engaging in unfair business practices and owing penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”). Collectively, Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Consolidated Action or that it violated any law, and contends that at all times it has fully complied with all applicable federal, state, and local laws.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and Settlement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs as representatives of the Class (“Class Representatives”), and the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Settlement represents a compromise and Settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Consolidated Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable and adequate, and that the Settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not opt out of this Class Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount of up to one-third (1/3) of the Gross Settlement Amount and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000) to Class Counsel (collectively, “Attorneys’ Fees and Costs”); (2) Enhancement Awards in an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500) each to Plaintiffs Flores, Estremera, and Norman (Grossing \$19,500) for their services (“Enhancement Awards”); (3) settlement administration costs in an amount not to exceed Thirteen Thousand Dollars (\$13,000.00) to the Settlement Administrator (“Settlement Administration Fees”); and (4) the allocation of One Hundred Fifty Thousand Dollars (\$150,000) to settle all claims under PAGA (“PAGA Payment”), of which 75%, or \$112,500, will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25%, or \$37,500, will be paid to PAGA Members on *pro rata* basis.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of workweeks during which they worked for Defendant in the State of California (“Covered Workweeks”) during the period from October 15, 2015 through June 10, 2021] (i.e., Class Period). Specifically, the Net Settlement Amount will be divided by the total of all Covered Workweeks of Settlement Class Members during the Class Period in order to establish the value of each Covered Workweek. The Individual Settlement Share of each Settlement

Class Member will be calculated by multiplying the value of a Covered Workweek by the number of Covered Workweeks worked by the Settlement Class Member during the Class Period.

PAGA Members will receive a *pro rata* share of 25% of the PAGA Payment (“Individual PAGA Payment”) based on their number of Covered Workweeks during the period from October 15, 2018 through June 10, 2021 (i.e., PAGA Period). Specifically, 25% of the PAGA Payment will be divided by the total of all Covered Workweeks worked by PAGA Members during the PAGA Period in order to establish the value of each Covered Workweek worked. The Individual PAGA Payment of each PAGA Member will be calculated by multiplying the value of a Covered Workweek by the number of Covered Workweeks worked by the PAGA Member during the PAGA Period.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages (which will be reported on an IRS Form W2), and eighty percent (80%) as interest, penalties, and other non-wage damages (which will be reported on an IRS Form 1099, if applicable). Individual PAGA Payments will be allocated as one hundred percent (100%) penalties (which will be reported on IRS Form 1099). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share. The net payment of each Settlement Class Member’s Individual Settlement Share (after reduction for the employee’s share of taxes on the wage portion) and Individual PAGA Payment (if applicable) is referred to as their “Individual Settlement Payment.”

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments (if applicable) will be mailed to Settlement Class Members in a single check at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Covered Workweeks Based on Defendant’s Records

According to Defendant’s records:

From October 15, 2015 through June 10, 2021, you worked for Defendant as a non-exempt employee in California for [REDACTED] Covered Workweeks.

From October 15, 2018 through June 10, 2021, you worked for Defendant as a non-exempt employee in California for [REDACTED] Covered Workweeks.

If you wish to dispute the number of Covered Workweeks credited to you, you must submit a timely and complete written letter (“Covered Workweek Dispute”) to the Settlement Administrator. The Covered Workweek Dispute must: (1) contain your full name, current mailing address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (2) contain the case name and number of the *Flores* Action (*Brianna Flores, et al. v. Biscomerica Corp., et al.*, Case No. CIVDS1930814); (3) contain a clear statement explaining the basis for your dispute of the number of Covered Workweeks credited to you; (4) attach any documentation that you have to support the dispute; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before [Response Deadline]** (based on the postmark date).

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment are based on the number of Covered Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED] and your Individual PAGA Payment is estimated to be \$[REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wage portion of the Individual Settlement Share.

Individual Settlement Payments (i.e., the net payment of the Individual Settlement Share after reduction for the employee’s share of taxes on the wage portion) and Individual PAGA Payments, will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a complete and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all Released Claims that do not arise under PAGA that he or she may have or had. In addition, all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims that do arise under PAGA.

“Released Claims” means all claims and/or causes of action under state, federal, and local law that were pled in the Actions or that could have been pled based on the factual allegations in the Operative Complaint, arising at any time from October 15, 2015 through and including the date of the Preliminary Approval Order, including and not limited to the California Labor Code, Industrial Welfare Commission Wage Orders, and California Business & Professions Code section 17200, *et seq.*, including but not limited to: the failure to pay all wages due (including, but not limited to, minimum wages, overtime wages, wages for off-the-clock work, allegations of rounding, and failure to properly calculate and pay all wages due), the failure to provide meal periods and pay associated premiums, the failure to provide rest periods and pay associated premiums, the failure to pay waiting-time penalties, the failure to timely pay wages during employment and at termination of employment, the failure to keep and maintain accurate payroll records, the failure to comply with Wage Theft Protection Act of 2011 and/or California Labor Code section 2810.5, the failure to provide accurate itemized wage statements, the failure to reimburse business expenses, unfair business practices, civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, restitution and other equitable relief, conversion, liquidated damages, punitive damages, and penalties.

“Released Parties” means Defendant, its past or present officers, managers, members, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to one-third (1/3) of the Gross Settlement Amount and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000), to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiffs

Plaintiffs will seek the amount of Six Thousand Five Hundred Dollars (\$6,500) as Enhancement Awards each to Plaintiffs Brianna Flores, Tania Estremera, and Dexter Hanson, in recognition of their services in connection with the Actions. The Enhancement Awards will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Fees to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirteen Thousand Dollars (\$13,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, receiving and reviewing Requests for Exclusion, Objections, and/or Covered Workweeks Disputes, if any, submitted by Class Members, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Gross Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to receive money from the Class Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Claims that do not arise under PAGA and the Released Claims arising under PAGA, as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from (or "opt out" of) the Class Settlement by submitting a timely and complete written letter ("Request for Exclusion") to the Settlement Administrator at the following address:

[Settlement Administrator]
[Address]

The Request for Exclusion must: (1) contain your full name, current mailing address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (2) contain the case name and number of the *Flores* Action (*Brianna Flores, et al. v. Biscoimerica Corp., et al.*, Case No. CIVDS1930814); (3) contain a clear statement indicating that you seek exclusion from the Class Settlement; and (4) be mailed to the Settlement Administrator **no later than [Response Deadline]** (based on the postmark date).

If the Court grants final approval of the Settlement, any Class Member who submits a timely and complete Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Settlement, will not be bound by the Class Settlement and Released Claims that do not arise under PAGA as described in Section III.D above, and will not have any right to object to, appeal, or comment on the Class Settlement. Regardless of whether a Class Member submits a timely and complete Request for Exclusion, if he or she is a PAGA Member, he or she will be bound by the Released Claims that do arise under PAGA and will be paid an Individual PAGA Payment.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion.

To object to the Class Settlement, you may either appear at the Final Approval Hearing and offer an oral objection or submit a timely and complete written objection ("Objection") to the Settlement Administrator. The Objection must: (1) contain your full name, current address, current telephone number, last four digits of your Social Security number or employee ID number, and signature; (2) contain the case name and number of the *Flores* Action (*Brianna Flores, et al. v. Biscoimerica Corp., et al.*, Case No. CIVDS1930814); (3) contain a clear statement explaining the legal and factual basis of your objection(s) to the Class Settlement; (4) contain a statement indicating whether or not you are represented by counsel and identifying any such legal counsel and indicating whether you intend to appear at the Final Approval Hearing to present your objection(s); and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, **no later than [Response Deadline]** (based on the postmark date).

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Fees to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil)," clicking "Civil, Fam law, Sm Cl, Probate," clicking "Case Number Search," selecting "CIV" as the Case Type and typing in the Court Case Number "DS1930814" for the *Flores* Action and the Court Case Number "DS2004539" for the *Estremera* Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.