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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

20 ESTEFANIA LOPEZ, individually, and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 v.

24 UNIVERSAL CARD, INC., a California
25 corporation; UCI, Inc., an unknown
26 business entity; and DOES 1 through 50,
27 inclusive,

28 Defendants.

Case No.: 30-2021-01199788-CU-OE-CXC

[Assigned for all purposes to the Honorable
Peter Wilson, Dept. CX 102]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: May 11, 2021

Trial Date: None Set

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1 This Class Action and PAGA Settlement and Release (“Settlement Agreement”) is entered
2 into by and between Plaintiff Estefania Lopez (“Plaintiff”), on behalf of herself and the Class, on the
3 one hand, and Defendants UCI, Inc., Universal Card, Inc. and the Released Parties (collectively
4 “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as
5 “Parties” and individually referred to herein as “Party.”

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendants on the other hand.

10 **DEFINITIONS**

11 1. “Action” means *Lopez v. UCI, Inc., et al.*, Superior Court of the State of California for
12 the County of Orange, Case No. 30-2021-01199788-CU-OE-CXC.

13 2. “Class” means: all non-exempt employees of Defendants who worked for Defendants
14 in California at any time during the Class Period.

15 3. “Class Counsel” means the Law Office of Scott Ernest Wheeler.

16 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
17 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
18 Action.

19 5. “Class Information” means information regarding Class Members that Defendants will
20 in good faith compile from its records and provide to the Settlement Administrator. It shall be
21 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
22 Class Member’s full name; social security number; last known address; last known telephone number;
23 and number of Compensable Work Weeks and Compensable PAGA Work Weeks.

24 6. “Class Member” means each person who is a member of the Class defined above and
25 who is eligible to participate in this Settlement.

26 7. “Class Period” means the time period from May 11, 2017 through the date that the
27 Court grants preliminary approval of the class action settlement.

1 8. “Class Representative Service Award” means the amount that the Court authorizes to
2 be paid to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the
3 prosecution of the Action and in return for executing a general release with Defendants.

4 9. “Compensable Work Week” or “Compensable Work Weeks” mean a reasonable
5 estimate of weeks worked by each Class Member as a non-exempt employee in California for
6 Defendants individually and collectively by all Class Members during the Class Period based on
7 Defendants’ records and used as a value to calculate Individual Settlement Payments. The number
8 of Compensable Work Weeks for each Class Member will be determined by adding all the calendar
9 days within the inclusive dates of employment for the employee and dividing that number by seven.
10 Any partial workweek will be expressed as a percentage of a full workweek. If it can be readily
11 determined, workweeks where someone was employed but did not record any hours can be excluded
12 from this calculation.

13 10. “Compensable PAGA Work Week” or “Compensable PAGA Work Weeks” means a
14 reasonable estimate of weeks worked by each PAGA Member, as a nonexempt employee in
15 California for Defendant, individually and collectively by all PAGA Members, during the period
16 from March 20, 2020 through preliminary approval of the settlement, based on Defendants’ records
17 and used as a value to calculate PAGA Payments. The number of Compensable PAGA Work Weeks
18 for each PAGA Member, will be determined by adding all the calendar days within the inclusive
19 dates of employment for the employee and dividing that number by seven. Any partial workweek
20 will be expressed as a percentage of a full workweek. If it can be readily determined, workweeks
21 where someone was employed but did not record any hours can be excluded from this calculation.

22 11. “Court” means the Superior Court for the County of Orange, State of California.

23 12. “Defendants” means UCI, Inc. and Universal Card, Inc.

24 13. “Effective Date” means the date on which the Superior Court’s Final Approval Order
25 and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes
26 final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it
27 is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if
28 there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter,

1 then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is
2 filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any
3 appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five
4 (65) calendar days following the date that the Final Approval Order and Judgment is filed by the
5 Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the
6 Settlement has been resolved finally and conclusively with no right to pursue further remedies or
7 relief.

8 14. "Final Approval Order and Judgment" means an order and judgment that the Court
9 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

10 15. "Gross Settlement Amount" means the maximum amount which Defendants are
11 obligated to pay under this Settlement Agreement, which is Nine Hundred and Fifty Thousand Dollars
12 (\$950,000.00), subject to increase under the circumstances as set forth in paragraph 58. This is an
13 "all in" non-reversionary Settlement in which Defendants are required to pay the entire Gross
14 Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants under any
15 circumstances. Payments of any appropriate and lawfully-required employer's share of the payroll
16 taxes on the taxable portion of the settlement payments shall be paid separately from the Gross
17 Settlement Amount by Defendants at the time the Gross Settlement Amount is funded.

18 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
19 Amount to each Settlement Class Member.

20 17. "LWDA" means the California Labor and Workforce Development Agency.

21 18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
22 Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA
23 penalties, and Settlement Administration Costs.

24 19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form
25 attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA
26 Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement
27 process, and each Class Member's estimated Individual Settlement Payment. Notice of Class
28 Settlement will be provided to the Class in English, Spanish and Mandarin.

- 1 20. “Operative Complaint” means the Class Action Complaint on file in this action.
- 2 21. “Objection” means a letter or other written communication submitted by a Class
- 3 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
- 4 or she is objecting to any of the terms of the Settlement.
- 5 22. “PAGA Member” or “PAGA Members” means any Class Member who was
- 6 employed or has been employed by Defendants at any time during the time period of March 20,
- 7 2020 through the date the Court grants preliminary approval of this settlement.
- 8 23. “Parties” means Plaintiff and Defendants, collectively, and “Party” means either
- 9 Plaintiff or Defendants, individually.
- 10 24. “Payment Ratio” means the respective Compensable Work Weeks for each Settlement
- 11 Class Member divided by the total Compensable Work Weeks for all Settlement Class Members.
- 12 25. “PAGA Payment Ratio” means the respective Compensable PAGA Work Weeks for
- 13 each PAGA Member divided by the total Compensable PAGA Work Weeks for all PAGA Members.
- 14 26. “PAGA Period” means the time period from March 20, 2020 through the date that
- 15 the Court grants preliminary approval of the class action settlement.
- 16 27. “Plaintiff” refers to Estefania Lopez.
- 17 28. “Preliminary Approval Date” means the date upon which the Court files an order
- 18 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
- 19 Settlement.
- 20 29. “Request for Exclusion” means a letter or other written communication submitted by
- 21 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
- 22 that he or she is electing to be excluded from the Settlement.
- 23 30. “Released Claims by Plaintiff” is set forth in paragraph 47 below. Plaintiff releases
- 24 the “Released Claims by Plaintiff” as of the Effective Date of this Settlement.
- 25 31. “Released Claims by Settlement Class Members” means: As of the Effective Date,
- 26 Settlement Class Members shall fully and finally release and discharge Released Parties, from May
- 27 11, 2017 through the date that the Court grants preliminary approval of the class action settlement,
- 28 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,

1 attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could
2 have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any
3 claims for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510 and 512;
4 (b)) failure to provide required rest periods, California Labor Code §§ 226.7 and 512; (c) failure to
5 pay overtime wages, California Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum
6 wages, California Labor Code §§ 1194 and 1197; (e) failure to timely pay all wages during
7 employment and to discharged and quitting employees, California Labor Code §§ 201-204, 210; (f)
8 failure to furnish accurate, itemized wage statements, California Labor Code §§ 226 and 226.3; (g)
9 failure to maintain required records, California Labor Code §§ 226, 1174; (h) failure to reimburse for
10 necessary business expenditures, Labor Code § 2802; (i) unlawful business practices under California,
11 Business and Professions Code §17200, et seq.; predicated on any of the violations of the California
12 Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but
13 not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; (j)
14 failure to provide supplemental COVID-19 sick leave, California Labor Code §§ 246, 248.1, 248.2,
15 248.3, and 248.6; and any other benefit, wages, penalties, or other amounts claimed on account of the
16 allegations or the primary rights asserted in the Operative Complaint. This release shall apply to all
17 claims arising at any point during the Class Period. Upon entry of the Final Approval Order and
18 funding of the total Gross Settlement Amount, all Participating Class Members will forever
19 completely release and discharge the Released Parties from the Released Claims for the Release
20 Period. Plaintiff and Defendants intend that the Settlement described in this Settlement Agreement
21 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
22 arbitration, demand, or other action of any kind, by each and all of the Participating Class Members
23 to obtain a recovery to any and all of the Released Claims. This release excludes the release of claims
24 not otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

25 32. "Released Parties" collectively mean: (i) Defendants; (ii) Defendants' respective past,
26 present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and
27 assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members,
28 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

1 33. “Response Deadline” means forty-five (45) days after the postmark date of the Notice
2 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
3 on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the
4 Settlement.

5 34. “Settled PAGA Claims” means penalties only under the Private Attorneys General
6 Act (“PAGA”), based upon the Released Claims by PAGA Members that serves the basis for
7 penalties only pursuant to Labor Code § 2699 *et seq.*, for : (a) failure to provide required meal
8 periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods,
9 California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor Code
10 §§510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194 and
11 1197; (e) failure to timely pay all wages due during employment and to discharged and quitting
12 employees, California Labor Code §§ 201-204, 210; (f) failure to furnish accurate, itemized wage
13 statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain required records,
14 California Labor Code §§ 226, 1174; (h) failure to reimburse for necessary business expenditures,
15 Labor Code § 2802 and i) failure to provide supplemental COVID-19 sick leave pursuant to
16 California Labor Code §§ 246, 248.1, 248.2, 248.3 and 248.6, predicated on the violations of the
17 California Labor Code, applicable IWC Wage Order, and primary rights alleged in Plaintiff’s
18 Operative Complaint and in Plaintiff’s PAGA Notice dated May 7, 2021 and amended PAGA
19 Notice dated July 29, 2022.

20 35. “Settlement” means the disposition of the Action pursuant to this Agreement.

21 36. “Settlement Administration Costs” means the amount to be paid to the Settlement
22 Administrator from the Gross Settlement Amount for administration of this Settlement.

23 37. “Settlement Administrator” means CPT Group Class Action Administrators (“CPT”).
24 The Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations
25 of the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to the Class in
26 English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted
27 by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final
28 approval of this Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the

1 LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the
2 Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the
3 Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties
4 agree that they have no financial interest or other relationship with CPT that could create a conflict of
5 interest. Should a conflict of interest or other issue lead to the disqualification of the selected
6 Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

7 38. "Settlement Class" or "Settlement Class Members" means all Class Members who
8 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

9 RECITALS

10 39. Procedural History. On May 10, 2021, Plaintiff filed a complaint against Defendants
11 in Orange County Superior Court, Case No. 30-2021-01199788-CU-OE-CXC. On August 19, 2021,
12 Defendants filed an answer to the complaint.

13 40. Investigation and Discovery. The Parties have conducted significant investigation of
14 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
15 discovery and investigation included, *inter alia*, the exchange of information and extensive documents
16 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
17 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
18 law as applied to the facts of Plaintiff's claims and Defendants' potential defenses thereto.

19 41. Mediation. The Parties participated in a private mediation session with the highly
20 experienced mediator, Tripper Ortman, Esq., on June 10, 2022. After a full day of mediation, with
21 the assistance of Mr. Ortman, the Parties reached an agreement regarding the material terms for a
22 proposed class action and PAGA settlement that would fully resolve this matter.

23 42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
24 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
25 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
26 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
27 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
28 Action, both generally and in response to Defendants' defenses thereto, and the difficulties in

1 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
2 Defendants' agreement to enter into a settlement that confers substantial relief upon the members of
3 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
4 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
5 best interests of the Class.

6 43. Defendants' Reasons for Settlement. Defendants have concluded that any further
7 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
8 Defendants' time, energy, and resources have been and, unless this Settlement is completed, will
9 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken
10 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
11 though Defendants continue to contend that they are not liable for any of the claims alleged by Plaintiff
12 in this Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set
13 forth in this Settlement Agreement to put to rest the claims in this Action. As to the Released Claims,
14 Defendants deny and continue to deny each of those claims, deny and continue to deny they have
15 engaged in any unlawful activity, that they have failed to comply with the law in any respect, that
16 Defendants have any liability to anyone under the claims asserted in the Action.

17 **STIPULATION AND AGREEMENT**

18 44. NOW THEREFORE, in consideration of the mutual covenants, promises, and
19 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

20 45. It is agreed by and among Plaintiff and Defendants that this Settlement shall bind the
21 Plaintiff, Settlement Class Members, and Defendants, subject to the terms and conditions hereof.

22 46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
23 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
24 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
25 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
26 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
27 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
28 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its

own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

47. Released Claims by Plaintiff. As of the date Effective Date, Plaintiff, as a Class Member, agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph 31 above. In addition to Release of Claims by Settlement Class Members and as a material inducement to Defendants to enter into this Settlement Agreement, Plaintiff does hereby, for herself and for her spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns, forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with or work for Defendants or the remuneration for or termination of such employment.

Without limiting the generality of the foregoing, Plaintiff expressly release all claims arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226.7, 227.3, 246, 248.1, 248.2, 248.3, 248.6, 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2698 et seq., and 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private

1 Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200
2 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California
3 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law;
4 and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff’s Released
5 Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive
6 damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination,
7 harassment, and wrongful termination such as by way of example only, (as amended) 42 U.S.C.
8 section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age
9 Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the
10 law of contact and tort. This release excludes the release of claims not permitted by law. As to the
11 Plaintiff’s Released Claims only, Plaintiff expressly waives all rights and benefits under the terms
12 of section 1542 of the California Civil Code. Section 1542 reads as follows:

13 **A general release does not extend to claims that the creditor or releasing party does**
14 **not know or suspect to exist in his or her favor at the time of executing the release**
15 **and that, if known by him or her, would have materially affected his or her**
settlement with the debtor or releasing party.

16 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
17 and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge
18 that this Settlement Agreement is intended to include in its effect, without limitation, all claims that
19 Plaintiff knew of, as well as all claims that they do not know or suspect to exist in their favor against
20 the Released Parties, or any of them, for the time period from the beginning of time to the execution
21 of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment
22 of any such claims. Plaintiff and Plaintiff’s Counsel do not currently intend to pursue any claims
23 against Defendant, including, but not limited to, any and all claims relating to or arising from
24 Plaintiff’s employment with Defendant, and that Plaintiff’s Counsel is not currently aware of any
25 facts or legal theories upon which any claims or causes of action could be brought against
26 Defendants, excepting those facts or legal theories alleged in the Operative Complaint in this
27 Action
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1 48. Class Certification. For settlement purposes only, Defendants will stipulate that the
2 Settlement Class Members described herein who do not request exclusion from the Settlement Class
3 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
4 admission that class action certification is proper and shall not be admissible in this or in any other
5 action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final
6 Approval for any reason, the Parties' stipulation to class certification as part of the Settlement
7 Agreement shall become null and void *ab initio* and shall have no bearing on but remains protected
8 by California Evidence Code Section 1152 and shall not be admissible in connection with, the issue
9 of whether or not certification would be appropriate in a non-settlement context. Defendants expressly
10 reserve their rights and declares that Defendants will continue to oppose class certification and contest
11 the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly
12 reserves her rights and declares that she will continue to pursue class certification and a trial should
13 the Court fail to grant Final Approval.

14 49. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
15 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
16 have this matter presented to the Court for preliminary and final approval.

17 50. Release of Claims by Settlement Class Members. Settlement Class Members release
18 the "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

19 51. Release of Settled PAGA Claims. PAGA Members release the "Settled PAGA
20 Claims," as defined, as of the Effective Date.

21 51. Settlement Administration. Within twenty (20) calendar days after the Preliminary
22 Approval Date, Defendants shall provide the Settlement Administrator with the Class Information.

23 53. Notice to the Class. Upon receipt of the Class Information, the Settlement
24 Administrator will perform a search based on the National Change of Address Database to update and
25 correct any known or identifiable address changes. Within ten (10) calendar days after receiving the
26 Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement
27 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
28 its best judgment to determine the current mailing address for each Class Member. The address

1 identified by the Settlement Administrator as the current mailing address shall be presumed to be the
2 best mailing address for each Class Member.

3 a. Undeliverable Notices. Any Notice of Class Settlement returned to the
4 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to
5 the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of
6 Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator
7 will conduct its investigation for an updated address of the Class Member and re-mail the Notice of
8 Class Action Settlement. If an updated address is found, the Settlement Administrator shall have
9 seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the undelivered
10 envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the
11 extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement
12 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement to:
13 (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

14 (1) Verification of Class Member Employment Status. If Notice of Class
15 Action Settlement sent to a Class Member is determined to be
16 undeliverable, the Settlement Administrator shall verify the
17 employment status of the Class Member with Defendants within five
18 (5) days of receipt of the undeliverable Notice of Class Action
19 Settlement. If the Class Member is a current employee of Defendants,
20 Defendants shall take all reasonable efforts to obtain the current
21 address from the Class Member and shall provide the same with seven
22 (7) days of notice from the Settlement Administrator.

23 b. Disputes Regarding Individual Settlement Payments. Class Members will have
24 the opportunity, should they disagree with Defendants' records regarding the dates of employment
25 stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show
26 contrary information by the Response Deadline. The dispute form must: (a) contain the full name,
27 address, and telephone number of the Class Member, and the last four digits of the Class Member's
28 social security number or full employee ID number; (b) contain the case name and case number; (c) a

1 clear statement by the Class Member that he or she is disputing the number of Compensable
2 Workweeks and the basis for the dispute; (d) any documentation demonstrating that the number of
3 Compensable Workweeks listed in the Notice of Class Settlement is incorrect; (e) be signed by the
4 Class Member; and (f) be postmarked by the Response Deadline. The date of the postmark on the
5 return mailing envelope on the dispute form shall be the exclusive means used to determine whether
6 it has been timely submitted. If there is a dispute, the Settlement Administrator will consult with the
7 Parties to determine whether an adjustment is warranted. In addition to U.S. Mail, a Class Member
8 may also submit a dispute form by facsimile or email to the Settlement Administrator within the
9 Response Deadline. The Settlement Administrator shall then determine the eligibility for, and the
10 amounts of, any Individual Settlement Payments under the terms of this Agreement. In the absence of
11 circumstances indicating fraud, manipulation or destruction, Defendants' records shall be given a
12 rebuttable presumption of accuracy.

13 c. Request for Exclusion. Class Members who wish to exclude themselves from
14 the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response
15 Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number
16 of the Class Member, and the last four digits of the Class Member's social security number or full
17 employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class
18 Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
19 Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the
20 postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall
21 be the exclusive means used to determine whether it has been timely submitted. In addition to U.S.
22 Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement
23 Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively
24 invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can
25 ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any
26 Class Member who requests to be excluded from the Settlement Class shall not be entitled to any
27 recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right
28 to object, appeal or comment thereon except as to any distribution based upon PAGA penalties.

1 PAGA Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be
2 released even if the Class Member submits a timely Request for Exclusion. Class Members who fail
3 to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
4 by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

5 d. Objections. Class Members who wish to object to the Settlement can either
6 mail or send by facsimile or email to the Settlement Administrator a written Objection by the
7 Response Deadline. The Objection should: (a) contain the full name, address, and telephone number
8 of the Class Member, and the last four digits of the Class Member's social security number; (b)
9 contain the case name and case number; (c) the dates of employment of the Class Member; (d) be
10 signed by the Class Member; (e) state the basis for the Objection, including any legal briefs, papers
11 or memoranda in support of the Objection; and (f) be postmarked by the Response Deadline. The
12 date of the postmark on the return mailing envelope on the Objection shall be the exclusive means
13 used to determine whether the Objection has been timely submitted. Class Members who submit a
14 timely Objection will have a right to appear at the final approval hearing in order to have their
15 Objection heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or
16 otherwise encourage Class Members to submit Objections to the Settlement or appeal from the Final
17 Approval Order and Judgment. Class Counsel shall not represent any Class Members with respect to
18 any such Objections. The Settlement Administrator will provide the Parties with any Objection
19 within five (5) calendar days of receipt of the Objection. Plaintiff will file any and all Objections
20 with the Court in advance of the Final Approval Hearing. Oral or written Objections may also be
21 made at the Final Approval hearing without a written objection being submitted, but only with the
22 Court's express permission. If the Court rejects the objection, the individual will be bound by the
23 terms of the Settlement.

24 e. If greater than five (5) percent of the Class Members opt out or object to this
25 Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is
26 5% or more, Defendants will have the right to rescind and terminate the Settlement without prejudice
27 to its pre-settlement positions and defenses in the litigation. In such a case, the Parties and any funds
28

1 to be awarded shall be returned to their respective statuses as of the date and time immediately prior
2 to the execution of this Agreement.

3 f. Except for those Settlement Class Members who exclude themselves in
4 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members
5 will: (i) be deemed to be Participating Class Members for all purposes under this Settlement
6 Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the
7 Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
8 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
9 of the Settlement.

10 54. Funding Gross Settlement Amount. Within ten (10) days of the Effective Date of the
11 Settlement, Defendants shall wire transfer the full Gross Settlement Amount along with Defendants'
12 share of the payroll taxes to the Settlement Administrator.

13 55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
14 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
15 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
16 last known mailing address.

17 a. The Settlement Administrator shall calculate the total Compensable Work
18 Weeks and Compensable PAGA Work Weeks for all Settlement Class Members based on the Class
19 Information provided by Defendants. The respective Compensable Work Weeks for each Settlement
20 Class Member will be divided by the total Compensable Work Weeks for all Settlement Class
21 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will
22 apply to determining the Payment Ratio for Compensable PAGA Work Weeks. Each Settlement Class
23 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or
24 her Individual Settlement Payment.

25 b. Individual Settlement Payments due to each Settlement Class Member shall be
26 designated as follows:

27 1. Thirty-three percent (33.34%) of the Individual Settlement Payment
28 shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding

1 of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be
2 deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
3 issue a W-2 Form to each Settlement Class Member in relation to this payment.

4 2. Thirty-three percent (33.33%) of the Individual Settlement Payment
5 shall represent payment of all penalties. These payments will not be subject to withholding of local,
6 state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
7 Class Member in relation to these payments.

8 3. Thirty-three percent (33.33%) of the Individual Settlement Payment
9 shall represent payment of all interest. These payments will not be subject to withholding of local,
10 state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
11 Class Member in relation to these payments.

12 (a). Class Members With Missing/Unverifiable Social Security
13 Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual
14 Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue
15 Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all
16 necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable
17 IRS regulations on issuing 1099's without a social security number or tax entity identification number,
18 and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross
19 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
20 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
21 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
22 least 30 days between the two contacts.

23 c. Uncashed Settlement Checks. Individual Settlement Payment checks shall
24 remain negotiable for one hundred and eighty (180) days from the postmark date of issuance. If the
25 Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the
26 check will be voided, and the funds associated with any such voided checks shall be distributed to the
27 State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class
28 Member. The Release will be binding upon all Participating Class Members, including those who do

1 not cash their checks within the 180-day period. The Parties agree that this disposition results in no
2 “unpaid cash residue,” or “unclaimed or abandoned funds” as the entire Net Settlement Amount will
3 be paid out to the Participating Class Members, whether or not they all cash their payment checks.

4 d. Certification By Settlement Administrator. The Parties have the right to
5 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
6 Administrator concerning the administration of the Settlement will be resolved by the Court, under
7 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
8 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
9 completion of administration of the Settlement, the Settlement Administrator shall provide written
10 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
11 necessary.

12 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
13 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
14 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
15 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
16 Settlement Class Member to additional compensation or benefits under any company compensation
17 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
18 any Settlement Class Member to any increased pension and/or retirement, or other deferred
19 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
20 provided for in this Agreement are the sole payments to be made by Defendants to the Settlement
21 Class Members in connection with this Settlement, and that the Settlement Class Members are not
22 entitled to any new or additional compensation or benefits as a result of having received the Individual
23 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
24 compensation plan document that might have been in effect during the period covered by this
25 Settlement).

26 f. Class Representative Service Award. Defendants agree not to oppose or object
27 to a Class Representative Service Award to Plaintiff of up to Seven Thousand Dollars (\$7,000.00),
28 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to

1 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
2 and legally responsible to pay any and all applicable taxes on her Class Representative Service Award
3 and shall hold harmless Defendants and Class Counsel from any claim or liability for taxes, penalties,
4 or interest arising as a result of the Class Representative Service Award payment. The Class
5 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This
6 Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award
7 in any amount, and any amount requested by Plaintiff for the Class Representative Service Award that
8 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
9 Class Members as provided in this Amended Agreement.

10 g. Class Counsel Award. Defendants agree not to oppose or object to any
11 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
12 Settlement Amount, or Three Hundred Sixteen Thousand and Three Hundred and Sixty Dollars
13 (\$316,360.00). Defendants further agree not to oppose any application or motion by Class Counsel
14 for the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this
15 matter from the Gross Settlement Amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00).
16 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made
17 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
18 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent
19 upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any
20 amount requested by Class Counsel for the Class Counsel Award and costs that is not granted by the
21 Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
22 provided in this Agreement.

23 h. Settlement Administration Costs. The Settlement Administrator shall be paid
24 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
25 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
26 \$33,000.00. Prior to the filing of a motion for final approval of this Settlement, the Settlement
27 Administrator shall provide the Parties with a statement detailing the costs of administration. Any
28 amount requested by the Settlement Administrator for administration costs that is not granted by the

1 Court shall return to the Net Settlement Amount and be distributed to Settlement Class members as
2 provided in this Amended Agreement. Defendants will pay any fees incurred by the Settlement
3 Administrator if the settlement is not approved.

4 i. PAGA Payment. One hundred thousand dollars (\$100,000) from the Gross
5 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
6 Seventy-five percent (75%) of that amount, or \$75,000, will be paid to the LWDA and twenty-five
7 (25%) of that amount, or \$25,000, will be paid to the PAGA Members based upon Compensable
8 PAGA Work Weeks as determined by the PAGA Payment Ratio as set forth in Paragraph 26. This
9 PAGA Payment is made pursuant to California Labor Code § 2699(i).

10 56. Tax Liability: Class Counsel and Defendants make no representation as to the tax
11 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
12 Members are not relying on any statement or representation by Class Counsel or Defendants in this
13 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
14 responsible for the payment of any taxes and penalties assessed on their respective payments described
15 herein. The amount of federal income tax withholding will be based upon a flat withholding rate for
16 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
17 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
18 withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in
19 the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this
20 Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax
21 law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may
22 be modified in a manner to bring Defendants into compliance with any such changes.

23 57. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
24 Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement
25 Administration Costs, Defendant’s share of employer payroll taxes and PAGA Payment, shall all be
26 distributed by the Settlement Administrator within fourteen (14) calendar days of receipt of the full
27 Gross Settlement Amount from Defendants. Prior to distribution of Individual Settlement Payments
28

1 to the Settlement Class Members and PAGA Members, the Settlement Administrator shall update the
2 Class and PAGA Members addresses using the National Change of Address Database.

3 58. Work Week Differential. It is currently estimated that there were 4,716 Class Members
4 who collectively worked 49,224 Compensable Work Weeks through March 31, 2022. If it is
5 determined by Plaintiff's counsel and confirmed by the Settlement Administrator that more than 471
6 (10%) additional Class Members existed through June 10, 2022, the Gross Settlement Amount will
7 be increased on a pro rata basis according to the number of Class Members in excess of 471 (10%),
8 i.e., if the actual number of Class Members is 15% higher than 4,716 as of June 10, 2022, the Gross
9 Settlement Amount will be increased by 5%.

10 59. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
11 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
12 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
13 the Class Counsel Award; (c) the Class Representative Service Awards; (d) PAGA Payment; and (e)
14 the Settlement Administration Costs.

15 60. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
16 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
17 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
18 (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to
19 approve any material condition of this Settlement Agreement which effects a fundamental change of
20 the Settlement Agreement, this entire Settlement Agreement shall be null and void and
21 unenforceable as to all Parties herein at the option of any Party but remains protected by California
22 Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this
23 Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be
24 awarded under this Settlement shall be returned to their respective statuses as of the date and time
25 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
26 if this Agreement had not been executed, except that any fees already incurred by the Settlement
27 Administrator shall be paid by Defendants. Further, if the Settlement Agreement is voided or fails
28 for any reason, Plaintiff and Defendants will have no further obligations under the Settlement

1 Agreement, including any obligation by Defendants to pay the Settlement Amount, or any amounts
2 that otherwise would have been owed under this Settlement Agreement. In the event an appeal is
3 filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought,
4 administration of the Settlement shall be stayed pending final resolution of the appeal or other
5 appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of
6 the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate
7 review, shall be paid to the Settlement Administrator by the party or person that filed the appeal,
8 within thirty (30) calendar days of said notification.

9 61. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
10 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
11 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
12 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

13 62. No Admission by Defendants. Defendants deny any and all claims alleged in this
14 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
15 admission and shall not be used against Defendants as an admission or indication with respect to any
16 claim of any fault, concession, or omission by any Defendants. Nonetheless, Defendants desire to
17 settle and compromise the matters at issue in the Action to avoid further substantial expense and the
18 inconvenience and distraction of protracted and burdensome litigation. Defendants also have taken
19 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in
20 the defenses that they have asserted or could assert against Plaintiff and/or any Settlement Class
21 Member, has determined that it is desirable and beneficial that the claims of Plaintiff and the
22 Settlement Class be settled in the manner and upon the terms and conditions set forth in this Settlement
23 Agreement.

24 63. INTENTIONALLY LEFT BLANK

25 64. No Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize
26 the settlement, including the Memorandum of Understanding, the fact of the Settlement, its
27 terms or contents, and the negotiations underlying the Settlement, in any manner or form,
28 directly or indirectly, to any person or entity, except potential class members and as shall be

1 contractually required to effectuate the terms of the Settlement as set forth herein. For the
2 avoidance of doubt, this section means Plaintiff and Class Counsel will not to issue press
3 releases, communicate with, or respond to any media or publication entities, publish information
4 in manner or form, whether printed or electronic, on any medium or otherwise communicate,
5 whether by print, video, recording or any other medium, with any person or entity concerning
6 the Settlement, including the fact of the Settlement, its terms or contents and the negotiations
7 underlying the Settlement, except as shall be contractually required to effectuate the terms of the
8 Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel to
9 prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the
10 Parties in this action and the venue/case number of this action (but not any other settlement
11 details) for such purposes.

12 65. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
13 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
14 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
15 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
16 constitute a part of this Agreement.

17 66. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
18 except such proceedings necessary to implement and complete the Settlement, holding the Action in
19 abeyance pending the final approval hearing to be conducted by the Court.

20 67. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
21 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
22 with this Agreement shall be resolved as follows:

23 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
24 Member, or Defendants' Counsel, on behalf of Defendants, at any time believe that the other Party
25 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of
26 the alleged violation.

1 b. Upon receiving notice of the alleged violation or dispute, the responding Party
2 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
3 with the reasons why the Party disputes all or part of the allegation.

4 c. If the response does not address the alleged violation to the initiating Party's
5 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
6 differences.

7 d. If Class Counsel and Defendants' Counsel are unable to resolve their
8 differences after twenty (20) calendar days, either Party shall first contact the mediator (Tripper
9 Ortman) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate
10 motion for enforcement with the Court. The briefing of such motion should be in letter brief form and
11 shall not exceed five (5) single-spaced pages (excluding exhibits).

12 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
13 this Section may be recovered by any Party that prevails under the standards set forth within the
14 meaning of applicable law.

15 68. Notice. Unless otherwise specifically provided herein, all notices, demands or other
16 communications given hereunder shall be in writing and shall be deemed to have been duly given as
17 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
18 mail, return receipt requested, addressed:

19 To the Settlement Class:

20 LAW OFFICE OF SCOTT ERNEST WHEELER
21 Scott Ernest Wheeler
22 250 West First Street, Suite 216
23 Claremont, California 91711
24 Telephone: (909) 621-4988
25 Facsimile: (909) 621-4622
26 Email: sew@scottwheelerlawoffice.com

27 To Defendants:

28 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
 Alexander M. Chemers
 400 South Hope Street, Suite 1200
 Los Angeles, California 90071
 Telephone: (213) 239-9800
 Facsimile: (213) 239-9045

1 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
2 Briana LaBriola
3 Park Tower, Fifteenth Floor
4 695 Town Center Drive
5 Costa Mesa, California 92626
6 Telephone: (714) 800-7900
7 Facsimile: (714) 754-1298

8 69. Amendment or Modification. This Agreement may be amended or modified only by
9 a written instrument signed by counsel for all Parties and approved by the Court.

10 70. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
11 the entire Agreement among these Parties, and no oral or written representations, warranties, or
12 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
13 representations, warranties, and covenants contained and memorialized in the Agreement and its
14 Exhibits.

15 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate this
17 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
18 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
19 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
20 and use their best efforts to affect the implementation of the Settlement. In the event the Parties are
21 unable to reach agreement on the form or content of any document needed to implement the
22 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
23 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
24 disagreement. The persons signing this Agreement on behalf of Defendants represent and warrant that
25 they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants
26 that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a
27 claim, covered by this Settlement to a third-party.

28 72. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

73. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they

1 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
2 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
3 or rights released and discharged by this Settlement Agreement.

4 74. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
5 Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,
6 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
7 part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into
8 this Settlement Agreement with the intention of avoiding further disputes and litigation with the
9 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it,
10 along with all related documents such as the notices, and motions for preliminary and final approval,
11 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
12 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
13 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part
14 of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is
15 not approved, the stipulation will be of no force or effect.

16 75. California Law Governs. All terms of this Settlement Agreement and the Exhibits
17 hereto shall be governed by and interpreted according to the laws of the State of California.

18 76. Counterparts. This Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
20 instrument.

21 77. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
22 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
23 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

24 78. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,
25 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
26 of the terms of this Settlement Agreement and all orders and judgments entered in connection
27 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
28 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders

1 and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to
2 approval by the Court.

3 79. Construction. The Parties hereto agree that the terms and conditions of this Settlement
4 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that
5 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
6 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
7 and Defendants expressly waive the common-law and statutory rule of construction that ambiguities
8 should be construed against the drafter of an agreement and further agree, covenant, and represent that
9 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
10 according to its fair meaning.

11 80. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
12 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
13 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
14 contractual and not merely a recital.

15 81. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
16 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
17 successors and assigns.

18 82. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
19 because the members of the Settlement Class are numerous, it is impossible or impractical to have
20 each Settlement Class Member execute this Settlement Agreement. The Notice will advise all
21 Settlement Class Members of the binding nature of the release provided herein and such Release
22 shall have the same force and effect as if this Settlement Agreement were executed by each
23 Settlement Class Member.

24 83. Voluntary Agreement. The Parties acknowledge that they have entered into this
25 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
26 or undue influence of any Party, and not in reliance on any promises, representations, or statements
27 made by the other Parties other than those contained in this Settlement Agreement. Each of the
28 Parties hereto expressly waves any right they might ever have to claim that this Settlement

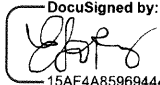
1 Agreement was in any way induced by fraud.

2 84. Opportunity to Consult with Counsel. Prior to execution of this Settlement
3 Agreement, each Party has read this entire Settlement Agreement and has been given the
4 opportunity to consult with independent counsel of their choosing and to have such independent
5 counsel advise as to the meaning of this Settlement Agreement and its legal effect.

6 85. Counterparts. This Settlement Agreement may be executed in counterparts, and when
7 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed
8 an original, and, when taken together with other signed counterparts, shall constitute one fully-signed
9 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
10 signatures shall have the same force and effect as an original.

11 86. Invalidity of Any Provision. Before declaring any provision of this Settlement
12 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
14 and enforceable.

15 Dated: 8/29/2022
16 _____

DocuSigned by:

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By: _____
Estefania Lopez

17
18 UCI, INC.

19
20 Dated: _____

By: _____

21 Title: _____

22 UNIVERSAL CARD, INC.

23
24 Dated: _____

By: _____

25 Title: _____
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13 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
14 and enforceable.

15 Dated: _____

16 By: _____
17 Estefania Lopez

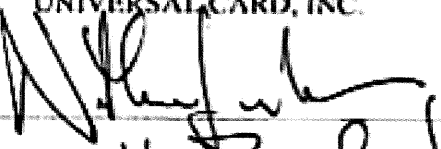
18 UCI, INC.

19 Dated: _____

20 By: 
21 Title: Vice President

22 UNIVERSAL CARD, INC.

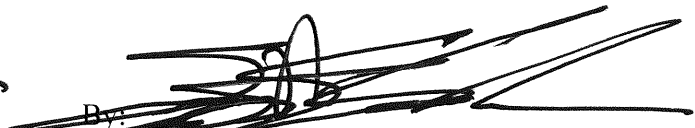
23 Dated: _____

24 By: 
25 Title: Vice President

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APPROVED AS TO FORM:

Dated: 8-27-22

By: 

Scott E. Wheeler
Law Office of Scott E. Wheeler

Counsel For Plaintiff and the Putative Class

Dated: _____

By: Alexander Chemers

Alexander M. Chemers
Briana LaBriola
Ogletree, Deakins, Nash, Smoak & Stewart,
P.C.

Counsel for Defendants, UCI, Inc. and
Universal Card, Inc.

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

ESTEFANIA LOPEZ V. UCI, INC., ET AL.

California Superior Court, County of Orange, Case No. 30-2021-01199788-CU-OE-CXC

PLEASE READ THIS NOTICE

A class and representative action under the Private Attorneys General Act, California Labor Code sections 2699-2699.5. ("PAGA") against Defendants UCI, Inc. and Universal Card, Inc. ("Defendants") has been preliminarily approved for settlement. In the lawsuit, Plaintiff, Estefania Lopez ("Plaintiff") alleged that Defendants failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to provide accurate wage statements, failed to timely pay all wages owed during employment and upon termination, failed to maintain accurate payroll records, failed to reimburse for necessary business expenses and violated section 17200 of California's Business and Professions Code in addition to a claim for penalties pursuant to Labor Code sections 2699-2699.5 ("PAGA"). Defendants deny Plaintiff's allegations and contends that they complies with applicable law.

Class Member(s) are defined as: all persons who are employed or have been employed by Defendants in the State of California as non-exempt employees at any time during the period from May 11, 2017 through [REDACTED] ("Class Period" and collectively, the Class Members are referred to as the "Class").

You have been identified by Defendants' records as a Class Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement And Release ("Settlement"), preliminarily approved by the Court. Please read this notice carefully. It may affect your legal rights. Defendants will not retaliate against you for any actions you take with respect to the settlement.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to remain in the Class, be bound by the Settlement and receive your Individual Settlement Payment, and if eligible, PAGA Payment , then you need not do anything.
Exclude Yourself From the Settlement	If you do not want to be bound by the Settlement, you must follow the instructions in Section 6 to exclude yourself. If you exclude yourself, you will not receive your Individual Settlement Payment, and you will not release the Settled Claims against Released Parties defined in Section 4 below. If this Settlement is approved by the Court, and you are a PAGA Member, you will receive your PAGA payment and the Settled PAGA Claims will be released even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the Settlement, you must follow the instructions in Section 7. If you object, you will still be bound by the terms of the Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendants' records reflect that you are a Class Member as defined above. This Notice provides you with information about (1) the terms of the Settlement, including the claims that are being released, (2) the total monetary amount of the Settlement, (3) your estimated Individual Settlement Payment provided you remain a Settlement Class Member, and (4) where to find additional information regarding the case and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you do nothing, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

2. WHAT IS THIS CASE ABOUT?

The Class Action Complaint for Damages was filed on May 11, 2021, in the Superior Court of California, County of Orange, commencing the lawsuit entitled *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Case No.: 30-2021-01199788-CU-OE-CXC. Plaintiff alleged on behalf of herself and the Class the following claims against Defendants: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate, itemized wage statements; (7) failure to maintain records; (8) failure to reimburse for necessary business expenses; (9) violation of the California Unfair Competition Law; and (10) violation of California Private Attorneys' General Act, California Labor Code § 2699 ("PAGA"), predicated on the violations of the California Labor Code and applicable IWC Wage Order as alleged in the Operative Complaint.

The resolution of the PAGA claim ("PAGA Settlement") includes any Class Members who are employed or have been employed by Defendants in the State of California during the time period from March 20, 2020 through [REDACTED] ("PAGA Members").

Defendants deny any liability or wrongdoing of any kind. Defendants contend, among other things, that they complied at all times with the California Labor Code and the Business and Professions Code, and that employees were correctly and timely paid all wages, and that meal periods and rest breaks are provided as required by applicable law.

The Court has not ruled on the merits of Plaintiff's claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final approval hearing.

3. THE SETTLEMENT TERMS AND CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS AND PAGA PAYMENTS.

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of Nine-Hundred and Fifty Thousand Dollars and Zero Cents (\$950,000.00) to settle the Action if approved by the Court.

The following amounts will be paid from the Maximum Settlement Amount:

- Service Payment to Plaintiff for her service as Class Representative in the amount of up to Seven Thousand Dollars and Zero Cents (\$7,000.00);
- Attorneys' Fees not to exceed Three Hundred and Sixteen Thousand, Three Hundred and Sixty Dollars and Zero Cents (\$316,360.00) (i.e., 1/3 of the Maximum Settlement Amount) to Class Counsel and up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for reimbursement of litigation costs and expenses ("Attorneys' Costs");
- The amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated to the payment of civil penalties under PAGA (the "PAGA Allocation");
- The costs associated with administration of the Settlement, estimated to be Thirty-Three Thousand Dollars and Zero Cents (\$33,000.00) ("Settlement Administration Costs").

Individual Settlement Payment: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount". The Net Settlement Amount will be allocated to all Class Members who do not request to be excluded from the Settlement ("Settlement Class Members") on a *pro rata* basis, based on their number of Compensable Work Weeks. Each payment is called an "Individual Settlement Payment" and will be calculated as follows:

1. The Settlement Administrator will determine the number of work weeks worked by Class Members in California as a non-exempt employee during the Class Period ("Compensable Work Weeks");
2. The Settlement Administrator will determine the value of a single Compensable Work Week by dividing the Net Settlement Amount by the total number of Compensable Work Weeks for each Settlement Class Member resulting in a payment ratio; and
3. Each Settlement Class Member shall receive a gross Individual Settlement Payment equal to his or her Compensable Work Week payment ratio multiplied by the Net Settlement Amount.

Based on your Compensable Work Weeks, your individual settlement payment as a Settlement Class Member is estimated to be \$ [REDACTED].

PAGA Payment: A total of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount has been allocated to PAGA Settlement. Of this amount, 75% or Seventy-Five Thousand Dollars (i.e., \$75,000.00) will be paid to California's Labor & Workforce Development Agency, and 25% or Twenty-Five Thousand Dollars (i.e., \$25,000.00) (the "Net PAGA Distribution Amount") will be paid on a *pro-rata* basis to PAGA Members.

1. The Settlement Administrator will determine the number of weeks worked by PAGA Members as non-exempt employees in California during the period from March 20, 2020 through [REDACTED] ("Compensable PAGA Work Weeks");
2. The Settlement Administrator will determine the value of a single Compensable PAGA Work Week by dividing the Net PAGA Distribution Fund by the total number Compensable PAGA Work Weeks by all PAGA Members.
3. Each PAGA Member shall receive a PAGA Payment equal to his or her Compensable PAGA Work Weeks multiplied by the value of a single Compensable PAGA Work Week.

Based on these PAGA Compensable Work Weeks, your PAGA Payment is estimated to be \$ [REDACTED].

If you dispute the above information, you may submit a written dispute to the number of Compensable Work Weeks and/or Compensable PAGA Work Weeks allocated to you ("Dispute") to the Settlement Administrator. Your Dispute must (1) contain your name, address, and telephone number and the case name and number of the this *Lopez* Action (i.e., *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Orange County Superior Court, Case No.: 30-2021-01199788-CU-OE-CXC; (2) be signed by you; (3) be postmarked, emailed or fax stamped on or before (INSERT DATE) and returned to the Settlement Administrator at the address, email or fax number listed below; (4) clearly state the number of Compensable Work Weeks and/or Compensable PAGA Work Weeks you believe are correct; and (5) attach any documentary evidence you have to prove the number of contented Compensable Work Weeks and/or Compensable PAGA Work Weeks.

CPT GROUP CLASS ACTION ADMINISTRATORS

Re: *Estefania Lopez v. UCI, Inc., et al.*

50 Corporate Park

Irvine, California 92606

Phone: (800) 542-0900

Facsimile: (949) 428-1023

Email: INSERT EMAIL ADDRESS

Thirty-four percent (33.34%) of each Individual Settlement Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; thirty-three percent (33.33%) of each Individual Settlement Payment will be considered penalties and any other non-wage related amount; and thirty-three (33.33%) of each Individual Settlement Payment will be considered interest. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each PAGA Payment will be allocated as penalties and be reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendants will pay all employer-payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages at the time the Gross Settlement Amount is funded.

Class Members are responsible for paying taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one-hundred and eighty (180) days; after that checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one-hundred and eighty (180) days of mailing, or are returned to the Settlement Administrator, will be cancelled and the Settlement Administrator shall send the funds associated with uncashed checks to the State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class Member. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If you do nothing, you will receive your Individual Settlement Payment.

If and when the Court grants final approval of the Settlement, as of the Effective Date, all Class Members who do not opt out of the Settlement ("Settlement Class Members") hereby do and shall fully and finally release and discharge Released Parties, from May 11, 2017 through [REDACTED], from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and

claims alleged in the Operative Complaint, including any claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay all wages during employment and due to discharged and quitting employees; (6) failure to furnish accurate, itemized wage statements; (7) failure to maintain required records; (8) failure to reimburse necessary business expenses; (9) violation of the California Unfair Competition Law; (10) failure to provide supplemental COVID-19 sick leave; and (11) any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint.

“Released Parties” collectively mean: (i) Defendants; (ii) Defendants respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

5. WHAT AM I RELEASING AS A PAGA MEMBER UNDER THE SETTLEMENT?

As of the Effective Date, all PAGA Members, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims.

“Settled PAGA Claims” means penalties under PAGA only, and not for underlying wage and our claims which the claims for penalties are based upon, as alleged in the Operative Complaint and the PAGA Notice filed by Plaintiff, and as described in section 4, above.

Released Parties is defined in section 4 of this Notice above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR RELEASE OF SETTLED PAGA CLAIMS AND WILL RECEIVE A PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Settled Claims, but you are not able to exclude yourself as a PAGA Member. To exclude yourself as a Settlement Class Member, you must submit a written Request for Exclusion to the Settlement Administrator (“Opt Out Request”) at the address, email or fax number listed in section 3 of this Notice above.

A valid and complete Opt Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the *Lopez* Action (i.e., *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Orange County Superior Court, Case No.: 30-2021-01199788-CU-OE-CXC); (2) be signed by the Class Member; (3) be postmarked, emailed or fax stamped on or before **INSERT DATE** and returned to the Settlement Administrator at the specified address, email address or fax number listed in section 3 of this Notice above; and (4) contain a statement something substantially similar to:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE ESTEFANIA LOPEZ V. UCI, INC., UNIVERSAL CARD, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT OF THE LAWSUIT. I UNDERSTAND THAT THE PAGA CLAIM WILL STILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Settlement Payment and will not release any of the Settled Claims. However, Class Members who are also PAGA Members will receive their PAGA Payment and release the Settled PAGA Claims regardless of whether they submit an Opt Out Request.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member may object to the Settlement or to any settlement term. If the Court denies approval, no payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object, you must submit the written objection to the Settlement Administrator (“Objection”) to the following address or fax number listed in section 3 of this Notice above. A valid and timely Objection must (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the *Lopez* Action (i.e., *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Orange County Superior Court, Case No.: 30-2021-01199788-CU-OE-CXC); (2) be signed by the Settlement Class Member; (3) give the legal and factual basis for their objection; and (4) be postmarked, emailed or fax stamped on or before

[INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number in section 3 of the Notice above. Any written objection will not be presumptively invalidated if the objections do not comply with requirements (1), (2) and (3) as long as the written objection is timely received pursuant to requirement (4).

The submission an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. **Do not file both an Objection and Opt Out Request.** If you file both an Objection and an Opt Out Request, you will be excluded from the Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on **[INSERT DATE AND TIME]** in Department CX 102 of the Superior Court of the State of California, Orange County Superior Court – Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, California 92701. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiffs and the Class are:

LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988

Attorneys for Defendants are:

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
Alexander M. Chemers (SBN 263726)
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Telephone: (213) 239-9800

The Court has decided that the Attorney for Plaintiff and the Class are qualified to represent the Settlement Class Members. Other than the Attorneys' Fees and Attorneys' Costs approved by the Court, which will be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Orange County Superior Court – Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, California 92701 or at the Court's website at: <https://www.occourts.org>. Documents regarding this Settlement may also be found on the Internet at: <https://www.occourts.org/online-services/case-access/>.

12. ORANGE COUNTY SUPERIOR COURT SOCIAL DISTANCING PROCEDURES

Please go to <https://www.occourts.org/media-relations/CoronaVirusUpdate.html> for all updates regarding the Court's current social distancing procedures for attendance at hearings and review of court files.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

EXHIBIT 2

1 LAW OFFICE OF SCOTT ERNEST WHEELER
2 Scott Ernest Wheeler (SBN 187998)
3 250 West First Street, Suite 216
4 Claremont, California 91711
5 Telephone: (909) 621-4988
6 Facsimile: (909) 621-4622
7 Email: sew@scottwheelerlawoffice.com

8 Attorney for Plaintiff and the Putative Class
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER

ESTEFANIA LOPEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSAL CARD, INC., a California
corporation; UCI, Inc., an unknown
business entity; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2021-01199788-CU-OE-CXC

[Assigned for all purposes to the Honorable
Peter Wilson, Dept. CX 102]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER OF CLASS ACTION
AND PAGA SETTLEMENT**

Action Filed: May 11, 2021
Trial Date: None Set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Court now has before it, Plaintiff's unopposed Motion for Preliminary Approval of Class
3 Action Settlement ("Motion"). After reviewing the Motion, the Class Action and PAGA Settlement
4 Agreement and Release ("Settlement Agreement") and exhibits attached thereto, and good cause
5 appearing therefore, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the settlement memorialized in the
7 Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness,
8 and therefore meets the requirement for preliminary approval.

9 2. The Court conditionally certifies for settlement purposes the following class (the
10 "Class" or "Settlement Class"):

11 All non-exempt employees of Defendants who worked for Defendants
12 in California during in California during the Class Period.

13 The Class Period is from May 11, 2017 through _____, 2022.

14 3. The Court conditionally approves for settlement purposes the PAGA allocation of this
15 settlement to the California Labor and Workforce Development Agency ("LWDA") and PAGA
16 Members.

17 The PAGA Period is from March 20, 2020 through _____, 2022.

18 4. The Court finds, for settlement purposes, that the Class meets the requirements for
19 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous that
20 joinder is impractical; (2) there are questions of law and fact that are common, or of general interest,
21 to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical of the
22 claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests
23 of the Class; and (5) a class action is superior to other available methods for the fair and efficient
24 adjudication of the controversy.

25 5. The Court appoints, for settlement purposes, Plaintiff Estefania Lopez as
26 Representative for the Class.

27 6. The Court appoints, for settlement purposes, the Law Office of Scott E. Wheeler as
28 Counsel for the Class.

1 7. The Parties are ordered to carry out the Settlement according to the terms of the
2 Settlement Agreement.

3 8. The Court appoints CPT Group Class Action Administrators (“CPT”) as the Settlement
4 Administrator and is ordered to carry out the administration of the settlement according to the terms
5 of the Settlement Agreement.

6 9. The Court approves as to form and content: (1) Class Action and PAGA Settlement
7 Notice (attached hereto as Exhibit A); (2) the Exclusion Form (attached hereto as Exhibit B); and (3)
8 the Objection Form (attached hereto as Exhibit C) (collectively, “the Notice Packet”). The Court finds
9 that the dates selected for the mailing and distribution of the Notice Packet meet the requirements of
10 due process, provide the best notice practicable under the circumstances, and shall constitute due and
11 sufficient notice to all persons entitled thereto.

12 10. The Class Action and PAGA Settlement Notice (Exh. A) shall be accompanied by the
13 Exclusion Form (Exh. B) and shall instruct Class Members to submit Exh. B to the Settlement
14 Administrator, CPT, and not this Court. The Settlement Administrator shall direct copies of any
15 Exclusion Forms to counsel for the Parties. In the event that any Exclusion Forms are received from
16 Class Members, the Settlement Administrator is ordered to file a declaration concurrently with the
17 filing of Plaintiff’s Motion for Final Approval, authenticating a copy of every exclusion form received.

18 11. The Class Action and PAGA Settlement Notice (Exh. A) shall be accompanied by the
19 Objection Form (Exh. C) and shall instruct Class Members to submit Exh. C to the Settlement
20 Administrator, CPT, and not this Court. The Settlement Administrator shall direct copies of any
21 Objection Forms to counsel for the Parties. In the event that any Objection Forms are received from
22 Class Members, the Settlement Administrator is ordered to file a declaration concurrently with the
23 filing of Plaintiff’s Motion for Final Approval, authenticating a copy of every Objection Form
24 received.

25 12. If any Class Member objects to the Settlement Agreement, the objecting party is not
26 required, either personally or through counsel: 1) to appear at the hearing on the motion for final
27 approval for that party’s objection to be considered; or 2) to file or serve, or to state in the objection,
28 a notice of intention to appear at the hearing on the motion for final approval.

1 13. CPT, the Settlement Administrator, shall provide notice to any objecting party of any
2 continuance of the hearing of Plaintiff's Motion for Final Approval.

3 14. The Parties are ordered to carry out the Settlement according to the following
4 implementation schedule:

Event	Date
Last day for Defendants to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator, CPT to mail Class Notice	
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	
Last Day for Plaintiff to file Motion for Final Approval, Attorneys' Fees and Costs and Class Representative Service Award	
Final Approval Hearing	

15
16 14. The Court finds that the method of giving notice to the Class constitutes the best means
17 practicable of providing notice under the circumstances. The Court further finds that the Notice Packet
18 and the method of giving notice to the Class meet the requirements of California Code of Civil
19 Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the
20 California and United States Constitutions, and other applicable law.

21 15. At the Final Approval Hearing, the Court will consider whether the Settlement should
22 be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and
23 whether the payments provided for under the Settlement, including attorneys' fees and costs and class
24 representative service award, should be finally approved and granted.

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1 16. Pending the Final Approval Hearing, all proceedings in this Action, other than
2 proceedings necessary to implement the Settlement and this Order, are stayed.

3 **IT IS SO ORDERED.**

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5 DATED: _____

HONORABLE PETER WILSON
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

ESTEFANIA LOPEZ V. UCI, INC., ET AL.

California Superior Court, County of Orange, Case No. 30-2021-01199788-CU-OE-CXC

PLEASE READ THIS NOTICE

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Class Member(s) are defined as: all persons who are employed or have been employed by Defendants in the State of California as non-exempt employees at any time during the period from May 11, 2017 through [REDACTED] ("Class Period" and collectively, the Class Members are referred to as the "Class").

You have been identified by Defendants' records as a Class Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement And Release ("Settlement"), preliminarily approved by the Court. Please read this notice carefully. It may affect your legal rights. Defendants will not retaliate against you for any actions you take with respect to the settlement.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to remain in the Class, be bound by the Settlement and receive your Individual Settlement Payment, and if eligible, PAGA Payment , then you need not do anything.
Exclude Yourself From the Settlement	If you do not want to be bound by the Settlement, you must follow the instructions in Section 6 to exclude yourself. If you exclude yourself, you will not receive your Individual Settlement Payment, and you will not release the Settled Claims against Released Parties defined in Section 4 below. If this Settlement is approved by the Court, and you are a PAGA Member, you will receive your PAGA payment and the Settled PAGA Claims will be released even if you exclude yourself from the Settlement.
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NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you do nothing, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

2. WHAT IS THIS CASE ABOUT?

The Class Action Complaint for Damages was filed on May 11, 2021, in the Superior Court of California, County of Orange, commencing the lawsuit entitled *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Case No.: 30-2021-01199788-CU-OE-CXC. Plaintiff alleged on behalf of herself and the Class the following claims against Defendants: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate, itemized wage statements; (7) failure to maintain records; (8) failure to reimburse for necessary business expenses; (9) violation of the California Unfair Competition Law; and (10) violation of California Private Attorneys' General Act, California Labor Code § 2699 ("PAGA"), predicated on the violations of the California Labor Code and applicable IWC Wage Order as alleged in the Operative Complaint.

The resolution of the PAGA claim ("PAGA Settlement") includes any Class Members who are employed or have been employed by Defendants in the State of California during the time period from March 20, 2020 through [REDACTED] ("PAGA Members").

Defendants deny any liability or wrongdoing of any kind. Defendants contend, among other things, that they complied at all times with the California Labor Code and the Business and Professions Code, and that employees were correctly and timely paid all wages, and that meal periods and rest breaks are provided as required by applicable law.

The Court has not ruled on the merits of Plaintiff's claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final approval hearing.

3. THE SETTLEMENT TERMS AND CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS AND PAGA PAYMENTS.

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of Nine-Hundred and Fifty Thousand Dollars and Zero Cents (\$950,000.00) to settle the Action if approved by the Court.

The following amounts will be paid from the Maximum Settlement Amount:

- Service Payment to Plaintiff for her service as Class Representative in the amount of up to Seven Thousand Dollars and Zero Cents (\$7,000.00);
- Attorneys' Fees not to exceed Three Hundred and Sixteen Thousand, Three Hundred and Sixty Dollars and Zero Cents (\$316,360.00) (i.e., 1/3 of the Maximum Settlement Amount) to Class Counsel and up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for reimbursement of litigation costs and expenses ("Attorneys' Costs");
- The amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated to the payment of civil penalties under PAGA (the "PAGA Allocation");
- The costs associated with administration of the Settlement, estimated to be Thirty-Three Thousand Dollars and Zero Cents (\$33,000.00) ("Settlement Administration Costs").

Individual Settlement Payment: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount". The Net Settlement Amount will be allocated to all Class Members who do not request to be excluded from the Settlement ("Settlement Class Members") on a *pro rata* basis, based on their number of Compensable Work Weeks. Each payment is called an "Individual Settlement Payment" and will be calculated as follows:

1. The Settlement Administrator will determine the number of work weeks worked by Class Members in California as a non-exempt employee during the Class Period ("Compensable Work Weeks");
2. The Settlement Administrator will determine the value of a single Compensable Work Week by dividing the Net Settlement Amount by the total number of Compensable Work Weeks for each Settlement Class Member resulting in a payment ratio; and
3. Each Settlement Class Member shall receive a gross Individual Settlement Payment equal to his or her Compensable Work Week payment ratio multiplied by the Net Settlement Amount.

Based on your Compensable Work Weeks, your individual settlement payment as a Settlement Class Member is estimated to be \$ [REDACTED].

PAGA Payment: A total of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount has been allocated to PAGA Settlement. Of this amount, 75% or Seventy-Five Thousand Dollars (i.e., \$75,000.00) will be paid to California's Labor & Workforce Development Agency, and 25% or Twenty-Five Thousand Dollars (i.e., \$25,000.00) (the "Net PAGA Distribution Amount") will be paid on a *pro-rata* basis to PAGA Members.

1. The Settlement Administrator will determine the number of weeks worked by PAGA Members as non-exempt employees in California during the period from March 20, 2020 through [REDACTED] ("Compensable PAGA Work Weeks");
2. The Settlement Administrator will determine the value of a single Compensable PAGA Work Week by dividing the Net PAGA Distribution Fund by the total number Compensable PAGA Work Weeks by all PAGA Members.
3. Each PAGA Member shall receive a PAGA Payment equal to his or her Compensable PAGA Work Weeks multiplied by the value of a single Compensable PAGA Work Week.

Based on these PAGA Compensable Work Weeks, your PAGA Payment is estimated to be \$ [REDACTED].

If you dispute the above information, you may submit a written dispute to the number of Compensable Work Weeks and/or Compensable PAGA Work Weeks allocated to you ("Dispute") to the Settlement Administrator. Your Dispute must (1) contain your name, address, and telephone number and the case name and number of the this *Lopez* Action (i.e., *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Orange County Superior Court, Case No.: 30-2021-01199788-CU-OE-CXC; (2) be signed by you; (3) be postmarked, emailed or fax stamped on or before (INSERT DATE) and returned to the Settlement Administrator at the address, email or fax number listed below; (4) clearly state the number of Compensable Work Weeks and/or Compensable PAGA Work Weeks you believe are correct; and (5) attach any documentary evidence you have to prove the number of contented Compensable Work Weeks and/or Compensable PAGA Work Weeks.

CPT GROUP CLASS ACTION ADMINISTRATORS

Re: *Estefania Lopez v. UCI, Inc., et al.*

50 Corporate Park

Irvine, California 92606

Phone: (800) 542-0900

Facsimile: (949) 428-1023

Email: INSERT EMAIL ADDRESS

Thirty-four percent (33.34%) of each Individual Settlement Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; thirty-three percent (33.33%) of each Individual Settlement Payment will be considered penalties and any other non-wage related amount; and thirty-three (33.33%) of each Individual Settlement Payment will be considered interest. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each PAGA Payment will be allocated as penalties and be reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendants will pay all employer-payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages at the time the Gross Settlement Amount is funded.

Class Members are responsible for paying taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one-hundred and eighty (180) days; after that checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one-hundred and eighty (180) days of mailing, or are returned to the Settlement Administrator, will be cancelled and the Settlement Administrator shall send the funds associated with uncashed checks to the State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class Member. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If you do nothing, you will receive your Individual Settlement Payment.

If and when the Court grants final approval of the Settlement, as of the Effective Date, all Class Members who do not opt out of the Settlement ("Settlement Class Members") hereby do and shall fully and finally release and discharge Released Parties, from May 11, 2017 through [REDACTED], from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and

claims alleged in the Operative Complaint, including any claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay all wages during employment and due to discharged and quitting employees; (6) failure to furnish accurate, itemized wage statements; (7) failure to maintain required records; (8) failure to reimburse necessary business expenses; (9) violation of the California Unfair Competition Law; (10) failure to provide supplemental COVID-19 sick leave; and (11) any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint.

“Released Parties” collectively mean: (i) Defendants; (ii) Defendants respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

5. WHAT AM I RELEASING AS A PAGA MEMBER UNDER THE SETTLEMENT?

As of the Effective Date, all PAGA Members, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims.

“Settled PAGA Claims” means penalties under PAGA only, and not for underlying wage and our claims which the claims for penalties are based upon, as alleged in the Operative Complaint and the PAGA Notice filed by Plaintiff, and as described in section 4, above.

Released Parties is defined in section 4 of this Notice above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR RELEASE OF SETTLED PAGA CLAIMS AND WILL RECEIVE A PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Settled Claims, but you are not able to exclude yourself as a PAGA Member. To exclude yourself as a Settlement Class Member, you must submit a written Request for Exclusion to the Settlement Administrator (“Opt Out Request”) at the address, email or fax number listed in section 3 of this Notice above.

A valid and complete Opt Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the *Lopez* Action (i.e., *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Orange County Superior Court, Case No.: 30-2021-01199788-CU-OE-CXC); (2) be signed by the Class Member; (3) be postmarked, emailed or fax stamped on or before **INSERT DATE** and returned to the Settlement Administrator at the specified address, email address or fax number listed in section 3 of this Notice above; and (4) contain a statement something substantially similar to:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE ESTEFANIA LOPEZ V. UCI, INC., UNIVERSAL CARD, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT OF THE LAWSUIT. I UNDERSTAND THAT THE PAGA CLAIM WILL STILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Settlement Payment and will not release any of the Settled Claims. However, Class Members who are also PAGA Members will receive their PAGA Payment and release the Settled PAGA Claims regardless of whether they submit an Opt Out Request.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member may object to the Settlement or to any settlement term. If the Court denies approval, no payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object, you must submit the written objection to the Settlement Administrator (“Objection”) to the following address or fax number listed in section 3 of this Notice above. A valid and timely Objection must (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the *Lopez* Action (i.e., *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Orange County Superior Court, Case No.: 30-2021-01199788-CU-OE-CXC); (2) be signed by the Settlement Class Member; (3) give the legal and factual basis for their objection; and (4) be postmarked, emailed or fax stamped on or before

[INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number in section 3 of the Notice above. Any written objection will not be presumptively invalidated if the objections do not comply with requirements (1), (2) and (3) as long as the written objection is timely received pursuant to requirement (4).

The submission an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. **Do not file both an Objection and Opt Out Request.** If you file both an Objection and an Opt Out Request, you will be excluded from the Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on **[INSERT DATE AND TIME]** in Department CX 102 of the Superior Court of the State of California, Orange County Superior Court – Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, California 92701. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiffs and the Class are:

LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988

Attorneys for Defendants are:

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
Alexander M. Chemers (SBN 263726)
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Telephone: (213) 239-9800

The Court has decided that the Attorney for Plaintiff and the Class are qualified to represent the Settlement Class Members. Other than the Attorneys' Fees and Attorneys' Costs approved by the Court, which will be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Orange County Superior Court – Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, California 92701 or at the Court's website at: <https://www.occourts.org>. Documents regarding this Settlement may also be found on the Internet at: <https://www.occourts.org/online-services/case-access/>.

12. ORANGE COUNTY SUPERIOR COURT SOCIAL DISTANCING PROCEDURES

Please go to <https://www.occourts.org/media-relations/CoronaVirusUpdate.html> for all updates regarding the Court's current social distancing procedures for attendance at hearings and review of court files.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

EXHIBIT B

ESTEFANIA LOPEZ V. UCI, INC., ET AL.

California Superior Court, County of Orange, Case No. 30-2021-01199788-CU-OE-CXC

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST FACSIMILE, MAIL OR EMAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR, CPT GROUP CLASS ACTION ADMINISTRATORS. YOUR OBJECTION MUST BE SENT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED, OR EMAILED OR FAXED BY ON OR BEFORE [REDACTED] [REDACTED].

CPT GROUP CLASS ACTION ADMINISTRATORS

Re: *Estefania Lopez v. UCI, Inc., et al.*

50 Corporate Park

Irvine, California 92606

Phone: (800) 542-0900

Facsimile: (949) 428-1023

Email: **INSERT EMAIL ADDRESS**

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY MONEY UNDER THE SETTLEMENT.

I confirm that I was employed by and performed work for Defendants UCI, Inc, and Universal Card, Inc., between March 11, 2017 through [REDACTED], 2022. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the Class, and I have decided not to participate in the proposed Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the Settlement, and will not be bound by the Settlement.

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee ID or Last Four Social Security Numbers)

EXHIBIT C

ESTEFANIA LOPEZ V. UCI, INC., ET AL.

Superior Court of the State of California, County of Orange,

Case No. 30-2021-01199788-CU-OE-CXC

OBJECTION FORM

THIS FORM MUST BE POSTMARKED NO LATER THAN (INSERT DATE).

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by settlement administrator]

OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if you participate in the Settlement and receive a Settlement Share you do so in exchange for a release of the Released Claims as more fully discussed below.
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If you wish to Object to the Settlement, you may send your own Objection to the Settlement Administrator by email, facsimile or United States Mail. You may also object by using this Objection Form, stating why you object to the Settlement, and mailing the Objection Form to the Settlement Administrator at the address below. The Objection must be mailed to the Settlement Administrator and must be postmarked, emailed or faxed no later than _____, **2022**. Absent good cause found by the Court, late objections will not be considered. If your Objection is overruled, you will still receive your Settlement Share and you will have released the Released Parties from the Released Claims as provided for in the Notice of Class Action Settlement.

You may also, if you wish, appear at the Final Approval Hearing set for _____, 2022 at _____ in Dept. CX 102 of the Orange County Superior Court – Civil Complex Center and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date. If you file an Objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your objections at any time. You may make an oral or written Objection at the Final Approval Hearing but only if the Court gives you permission. If you have submitted a Request for Exclusion Form (as discussed above), you may not submit objections to the Settlement. You do not need to state an intent to appear at or appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. The Settlement Administrator will stamp the date received on the original and send copies of your objection to Class Counsel and Counsel for UCI, Inc., and Universal Card, Inc., who will then file the objection with the Court.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(signature)

(typed or print name)

(Employee Id. or Last Four Social Security
Numbers)

(address)

If you wish to object to the Settlement, you must mail your Objection by _____, 2022 to:

CPT GROUP CLASS ACTION ADMINISTRATORS

Re: *Estefania Lopez v. UCI, Inc., et al.*

50 Corporate Park

Irvine, California 92606

Phone: (800) 542-0900

Facsimile: (949) 428-1023

Email: **INSERT EMAIL ADDRESS**