

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Lopez vs. Universal Card, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2021-01199788-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order for Preliminary Approval of Class Action and PAGA Settlement dated 02/23/23, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on February 24, 2023, at 2:14:07 PM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

LAW OFFICE OF SCOTT ERNEST WHEELER
SEW@SCOTTWHEELERLAWOFFICE.COM

OGLETREE DEAKINS NASH SMOAK STEWART
BRIANA.LABRIOLAL@OGLETREE.COM

Clerk of the Court, by:

_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 23 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**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 J. Wilson, Dept. CX 101]

**PRELIMINARY APPROVAL ORDER OF
CLASS ACTION AND PAGA
SETTLEMENT**

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5. The Court finds, for settlement purposes, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the

1 interests of the Class; and (5) a class action is superior to other available methods for the fair and
2 efficient adjudication of the controversy.

3 6. The Court appoints, for settlement purposes, Plaintiff Estefania Lopez as
4 Representative for the Class.

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

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

9 9. The Court appoints CPT Group Class Action Administrators ("CPT") as the
10 Settlement Administrator and is ordered to carry out the administration of the settlement according
11 to the terms of the Settlement Agreement and Amendment.

12 10. The Court approves as to form and content: (1) the Class Action and PAGA
13 Settlement Notice, Exclusion Form; and Objection Form (attached hereto as Exhibit C)
14 (collectively, the "Notice Packet"); (2) the certified Spanish language Class Action and PAGA
15 Settlement Notice, Exclusion Form; and Objection Form (attached hereto as Exhibit D)
16 (collectively, "Spanish Notice Packet"); and (3) the certified Mandarin language Class Action and
17 PAGA Settlement Notice, Exclusion Form; and Objection Form (attached hereto as Exhibit E)
18 (collectively, "Mandarin Notice Packet" or jointly referred to as "Notice Packets"). The Court finds
19 that the dates selected for the mailing and distribution of the Notice Packets meet the requirements
20 of due process, provide the best notice practicable under the circumstances, and shall constitute due
21 and sufficient notice to all persons entitled thereto.

22 11. The Notice Packets shall be accompanied by the Exclusion Forms and shall instruct
23 Class Members to submit the Exclusion Form to the Settlement Administrator, CPT, and not this
24 Court. The Settlement Administrator shall direct copies of any Exclusion Forms to counsel for the
25 Parties. In the event that any Exclusion Forms are received from Class Members, the Settlement
26 Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Motion for
27 Final Approval, authenticating a copy of every exclusion form received.

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1 12. The Notice Packets shall be accompanied by the Objection Forms and shall instruct
2 Class Members to submit the Objection Form to the Settlement Administrator, CPT, and not this
3 Court. The Settlement Administrator shall direct copies of any Objections Form to counsel for the
4 Parties. In the event that any Objection Forms are received from Class Members, the Settlement
5 Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Motion for
6 Final Approval, authenticating a copy of every Objection Form received.

7 13. If any Class Member objects to the Settlement Agreement, the objecting party is not
8 required, either personally or through counsel: 1) to appear at the hearing on the motion for final
9 approval for that party's objection to be considered; or 2) to file or serve, or to state in the objection,
10 a notice of intention to appear at the hearing on the motion for final approval.

11 14. CPT, the Settlement Administrator, shall provide notice to any objecting party of any
12 continuance of the hearing of Plaintiff's Motion for Final Approval.

13 15. The Court preliminarily approves the following "not to exceed" amounts of the
14 disbursements which shall be paid from the Gross Settlement Amount, as follows:

15 A. Service Payment to Plaintiff for her service as Class Representative not to
16 exceed Seven Thousand Dollars and Zero Cents (\$7,000.00);

17 B. Attorneys' Fees to the Law Offices of Scott Ernest Wheeler not to exceed
18 Three Hundred and Sixteen Thousand, Three Hundred and Sixty Dollars and Zero
19 Cents (\$316,360.00) (i.e., 1/3 of the Gross Settlement Amount) to Class Counsel and
20 up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) for reimbursement of
21 litigation costs and expenses ("Attorneys' Costs");

22 C. Penalties pursuant to the Private Attorneys General Act (PAGA) of One
23 Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated to the payment of
24 civil penalties under PAGA, Seventy-Five percent (75%), or Seventy-Five Thousand
25 Dollars and Zero Cents (\$75,000) will be paid to the California Labor Workforce and
26 Development Agency ("LWDA") and Twenty-Five percent (25%), or Twenty-Five
27 Thousand Dollars and Zero Cents (\$25,000) will be paid to the PAGA Members; and
28

1 D. Payment to the Settlement Administrator, CPT Group Class Action
2 Administrators, in an amount not to exceed Thirty-Three Thousand Dollars and Zero
3 Cents (\$33,000.00) as Settlement Administration Costs.

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

6 Event	Date
7 Last day for Defendants to provide the Settlement Administrator 8 with the Class Information	March 16, 2023
9 Last day for Settlement Administrator, CPT to mail Class Notice	March 27, 2023 (10 th day is a Sunday)
10 Last day for Class Members to submit a dispute regarding 11 Workweeks, Request for Exclusion, or written Objection	May 25, 2023
12 Last Day for Plaintiff to file Motion for Final Approval, 13 Attorneys' Fees and Costs and Class Representative Service Award	June 15, 2023
14 Final Approval Hearing	June 29, 2023

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

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

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1 19. 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: February 23, 2023

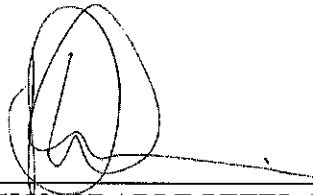

HONORABLE PETER J. WILSON
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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

9 OGLETREE, DEAKINS, NASH, SMOAK
10 & STEWART, P.C.
11 Alexander M. Chemers (SBN 263726)
12 400 South Hope Street, Suite 1200
13 Los Angeles, California 90071
14 Telephone: (213) 239-9800
15 Facsimile: (213) 239-9045

16 Attorneys for Defendants

17 (Additional Counsel Listed on Following Page)

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

1 OGLETREE, DEAKINS, NASH, SMOAK
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Attorneys for Defendants

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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.

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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 contract 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
28

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.

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

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

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

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

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

To the Settlement Class:

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

To Defendants:

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

By:

DocuSigned by:

16AF4A8598B4448

Estefania Lopez

UCI, INC.

17
18
19
20 Dated: _____

By: _____

Title: _____

UNIVERSAL CARD, INC.

21
22
23
24 Dated: _____

By: _____

Title: _____

1 Agreement was in any way induced by fraud.

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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.

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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: _____

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

26
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28

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APPROVED AS TO FORM:

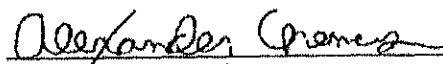
Dated: 8-27-22

By: 

Scott E. Wheeler
Law Office of Scott E. Wheeler

Counsel For Plaintiff and the Putative Class

Dated: _____

By: 

Alexander 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: [REDACTED]

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

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE – CIVIL COMPLEX CENTER**
12

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

15 Plaintiff,

16 v.

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

20 Defendants.
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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

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

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

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

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

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

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

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

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

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

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

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

25 ///

26 ///

27 ///

28 ///

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.**

4
5 DATED: _____

HONORABLE PETER WILSON
JUDGE OF THE SUPERIOR COURT

(

(

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

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: [REDACTED]

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].

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

EXHIBIT B

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

5 Attorney for Plaintiff and the Putative Class

6 OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
7 Alexander M. Chemers (SBN 263726)
8 400 South Hope Street, Suite 1200
Los Angeles, California 90071
9 Telephone: (213) 239-9800
Facsimile: (213) 239-9045

10 Attorneys for Defendants

11 (Additional Counsel Listed on Following Page)

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF ORANGE – CIVIL COMPLEX CENTER**
15

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

18 Plaintiff,

19 v.

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

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

[Assigned for all purposes to the Honorable
Peter Wilson, Dept. CX 101]

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

Action Filed: May 11, 2021

Trial Date: None Set

1 OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

2 Briana LaBriola (SBN 293584)

Park Tower, Fifteenth Floor

3 695 Town Center Drive

Costa Mesa, California 92626

4 Telephone: (714) 800-7900

Facsimile: (714) 754-1298

5 Attorneys for Defendants
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1 This Amendment to the Class Action and PAGA Settlement Agreement and Release
2 (“Amendment”) is entered into by and between Estefania Lopez (“Plaintiff”), on behalf of herself and
3 all others similarly situated, on the one hand, and UCI, Inc. and Universal Card, Inc., (Defendants”),
4 on the other hand (collectively “Parties”). Subject to approval of the Court, this Action is being settled
5 pursuant to the terms and conditions set forth in this Amendment and the Class Action and PAGA
6 Settlement Agreement and Release (“Agreement”).

7 **RECITALS**

8 1. WHEREAS, on January 4, 2023, the Honorable Peter J. Wilson, issued a tentative
9 ruling regarding the Agreement and Plaintiff’s Motion for Preliminary Approval. This Amendment
10 is intended to address those concerns.

11 2. WHEREAS, the Parties agree that the Amendment is fully incorporated into the
12 Agreement, a true and correct copy of which is attached hereto as **Exhibit 1**. All definitions set
13 forth in the Agreement shall be used herein unless otherwise specifically stated. All of the terms
14 and exhibits of the Agreement that are not expressly superseded by the Amendment, as set forth
15 herein, remain in full force and effect.

16 **AMENDMENTS TO CLASS ACTION AND**
17 **PAGA SETTLEMENT AGREEMENT AND RELEASE**

18 3. The Parties agree Paragraph 31 of the Agreement regarding the release by the Class
19 Members shall be deleted and replaced in its entirety with the following language:

20 31. “Released Claims by Settlement Class Members” means: As of the
21 Effective Date, Settlement Class Members shall fully and finally release and
22 discharge Released Parties, from May 11, 2017 through the date that the Court
23 grants preliminary approval of the class action settlement, from any and all
24 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
25 attorneys’ fees, damages, or causes of action contingent or accrued for,
26 that are pleaded, or that could have been pleaded, based on the facts and
27 claims alleged in the Operative Complaint.
28

4. The Parties agree Paragraph 34 of the Agreement regarding the “Settled PAGA Claims” shall be deleted and replaced in its entirety with the following language:

34. “Settled PAGA Claims” means the release of all claims for civil penalties only under PAGA that Plaintiff, on behalf of herself, and the State of California, predicated on the facts alleged in Plaintiff’s Operative Complaint and PAGA Notices dated May 7, 2021 and July 28, 2022, during the period from March 20, 2020 through the date the Court grants preliminary approval.

5. The Parties agree Paragraph 20 of the Agreement with regard to the definition of the “Operative Complaint” shall be deleted and replaced in its entirety with the following language:

20. “Operative Complaint” means the Second Amended Class Action Complaint on file in this action.

6. The Parties agree Paragraph 33 of the Agreement regarding the “Response Deadline” shall be deleted and replaced in its entirety with the following language:

33. “Response Deadline” means sixty (60) days after the postmark date of the Notice of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; (c) or dispute Compensable Work Weeks.”

7. The Parties agree the last sentence of Paragraph 53.a of the Agreement regarding “Undeliverable Notices” shall be amended and modified to include the following language:

“Class Members who receive a re-mailed Notice of Class Settlement shall have sixty (60) days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the number of Compensable Workweeks attributed to them.”

8. The Parties agree Paragraph 53.b of the Agreement regarding “Disputes Regarding Individual Settlement Payments” shall be deleted and replaced in its entirety with the following language:

b. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendants' records regarding the dates of employment stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show contrary information. The Class Member may dispute the allocation by communicating with the Settlement Administrator by telephone, fax, email or mail by the Response Deadline. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. The Settlement Administrator shall promptly provide copies of any dispute to the calculation of Workweeks to Class Counsel and counsel for Defendants and the Settlement Administrator's initial determination of the dispute. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator shall make the initial determination of any dispute and the Court shall have the right to review the Settlement Administrator's decision. The Settlement Administrator and Plaintiff will file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of those disputes.

9. The Parties agree Paragraph 53.d of the Agreement regarding "Objection" shall be deleted and replaced in its entirety with the following language:

d. Objections. Class Members who wish to object to the Settlement can either mail or send by facsimile or email to the Settlement Administrator a written Objection by the Response Deadline. The Objection should: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number; (b) contain the case name and case number; (c) the dates of employment of the

Class Member; (d) be signed by the Class Member; (e) provide a concise statement of their reasons for objecting; and (f) be submitted by facsimile or email or mail by the Response Deadline. The date of sending the Objection shall be the used to determine whether the Objection has been timely submitted. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such Objections. The Settlement Administrator will provide the Parties with any Objection within five (5) calendar days of receipt of the Objection. Plaintiff will file any and all Objections with the Court in advance of the Final Approval Hearing. Oral Objections may also be made at the Final Approval hearing without a written objection being previously submitted, but only with the Court's express permission. If the Court rejects the Objection, the individual will be bound by the terms of the Settlement.

10. The Parties agree Paragraph 67 and subparagraph e, shall be deleted in its entirety.

11. The Parties agree Paragraph 55.g. of the Amended Class Action Settlement and Release Agreement in reference to the limit of reimbursement of costs and expenses to Plaintiff's counsel shall be amended to read as follows:

".... but not to exceed Twenty Thousand Dollars and zero cents (\$20,000.00)."

There are no other edits to paragraph 55.g.

12. The Class Notice, Objection and Exclusion forms, Exhibit 1 to the Agreement, shall be modified and amended and replaced with the amended Class Notice and attached Objection and Exclusion forms, which are attached hereto as Exhibit 2.

13. The [Proposed] Preliminary Approval Order, Exhibit 2 to the Agreement, shall be modified and amended and replaced with the amended [Proposed] Preliminary Approval Order, which are attached hereto as Exhibit 3.

1 14. All other terms and exhibits of the Class Action and PAGA Settlement Agreement and
2 Release that are not expressly superseded by the Amendments, remain in full force and effect.

3
4 Dated: 1/27/2023

DocuSigned by:

15AF4A85969444B...
By: Estefania Lopez

6
7 UCI, INC.

8
9 Dated: _____

By: _____

10 Title: _____

11 UNIVERSAL CARD, INC.

12
13 Dated: _____

By: _____

14 Title: _____

15 **APPROVED AS TO FORM:**

16
17 Dated: _____

By: _____

18 Scott E. Wheeler
19 Justin A. Wheeler
20 Law Office of Scott E. Wheeler
21
22 Counsel For Plaintiff and the Putative Class

23
24 Dated: _____

By: _____

25 Alexander M. Chemers
26 Briana LaBriola
27 Ogletree, Deakins, Nash, Smoak & Stewart,
28 P.C.
Counsel for Defendants, UCI, Inc. and
Universal Card, Inc.

1 14. All other terms and exhibits of the Class Action and PAGA Settlement Agreement and
2 Release that are not expressly superseded by the Amendments, remain in full force and effect.

3
4 Dated: _____

By: _____
Estefania Lopez

6
7 UCI, INC.

8
9 Dated: _____

By: _____

10 Title: _____

11 UNIVERSAL CARD, INC.

12
13 Dated: _____

By: _____

14 Title: _____

15 **APPROVED AS TO FORM:**

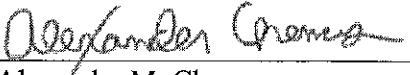
16
17 Dated: January 31, 2023

By:  _____

18 Scott E. Wheeler
19 Justin A. Wheeler
20 Law Office of Scott E. Wheeler

21 Counsel For Plaintiff and the Putative Class

22 Dated: January 30, 2023

By:  _____

23 Alexander M. Chemers
24 Briana LaBriola
25 Ogletree, Deakins, Nash, Smoak & Stewart,
26 P.C.

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

1 14. All other terms and exhibits of the Class Action and PAGA Settlement Agreement and
2 Release that are not expressly superseded by the Amendments, remain in full force and effect.
3

4 Dated: _____
5

By: _____
Estefania Lopez

7 UCI, INC.

8 Dated: 1/10/2024
9

By: _____
Title: Vice President

11 UNIVERSAL CARD, INC.

12 Dated: 1/10/2023
13

By: _____
Title: Vice President

15 APPROVED AS TO FORM:
16

17 Dated: _____
18

By: _____
Scott E. Wheeler
Justin A. Wheeler
Law Office of Scott E. Wheeler

20 Counsel For Plaintiff and the Putative Class

21
22 Dated: _____
23

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

25 Counsel for Defendants, UCI, Inc. and
26 Universal Card, Inc.
27
28

EXHIBIT 1

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

9 OGLETREE, DEAKINS, NASH, SMOAK
10 & STEWART, P.C.
11 Alexander M. Chemers (SBN 263726)
12 400 South Hope Street, Suite 1200
13 Los Angeles, California 90071
14 Telephone: (213) 239-9800
15 Facsimile: (213) 239-9045

16 Attorneys for Defendants

17 (Additional Counsel Listed on Following Page)

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

1 OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
2 Briana LaBriola (SBN 293584)
Park Tower, Fifteenth Floor
3 695 Town Center Drive
Costa Mesa, California 92626
4 Telephone: (714) 800-7900
Facsimile: (714) 754-1298
5
6 Attorneys for Defendants

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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 contract 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
28

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

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

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

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

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

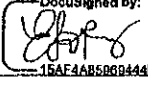
1 Agreement was in any way induced by fraud.

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 By: 
17 Estefania Lopez

18 UCI, INC.

19 Dated: _____

20 By: _____

21 Title: _____

22 UNIVERSAL CARD, INC.

23 Dated: _____

24 By: _____

25 Title: _____

1 Agreement was in any way induced by fraud.

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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.

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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: _____

16 By: _____
17 Estefania Lopez

18 UCI, INC.

19 Dated: _____

20 By: 
21 Title: Vice President

22 UNIVERSAL CARD, INC.

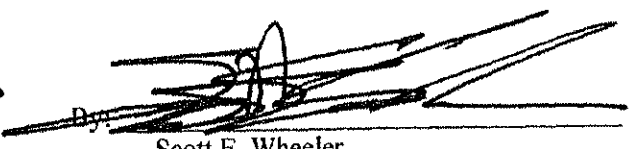
23 Dated: _____

24 By: 
25 Title: Vice President

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APPROVED AS TO FORM:

Dated: 8-29-22

By: 

Scott E. Wheeler
Law Office of Scott E. Wheeler

Counsel For Plaintiff and the Putative Class

Dated: _____

By: Alexander M. 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 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: [REDACTED]

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

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ORANGE – CIVIL COMPLEX CENTER
12

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

15 Plaintiff,

16 v.

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

20 Defendants.
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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 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:

5 Event	6 Date
7 Last day for Defendants to provide the Settlement Administrator 8 with the Class Information	
9 Last day for Settlement Administrator, CPT to mail Class 10 Notice	
11 Last day for Class Members to submit a dispute regarding 12 Workweeks, Request for Exclusion, or written Objection	
13 Last Day for Plaintiff to file Motion for Final Approval, 14 Attorneys' Fees and Costs and Class Representative Service 15 Award	
16 Final Approval Hearing	

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.

25 ///

26 ///

27 ///

28 ///

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.**

4
5 DATED: _____

HONORABLE PETER WILSON
JUDGE OF THE SUPERIOR COURT

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

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: [REDACTED]

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].

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.

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

(

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EXHIBIT 2

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, *et seq.* ("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, *et seq.* of California's Business and Professions Code in addition to a claim for penalties pursuant to Labor Code section 2699, *et seq.* ("PAGA").

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) and violation of California Private Attorneys' General Act, California Labor Code § 2699 *et seq.* ("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 _____ ("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 Thousand Dollars and Zero Cents (\$20,000.00) 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 \$ _____.

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 _____ ("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 \$ _____.

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-three percent (33.33%) 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 the date that the Court grants preliminary approval of the class action settlement, 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, specifically referring to 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; and (10) failure to provide supplemental COVID-19 sick leave.

"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 the release of all claims for civil penalties only under PAGA that Plaintiff, on behalf of herself, and the State of California, predicated on the facts alleged in Plaintiff's Operative Complaint and PAGA Notices to the LWDA dated May 7, 2021 and July 28, 2022, during the period from March 20, 2020 through the date the Court grants preliminary approval, 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 you wish to object in writing, you should submit the written objection to the Settlement Administrator ("Objection") to the following address, fax number or email address listed in section 3 of this Notice above. A valid and timely Objection should: (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) dates of employment; (3) be signed by the Settlement Class Member; (4) provide a concise statement of your reasons for objecting; and (5) 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), (3) and (4) as long as the written objection is timely received pursuant to requirement (5).

You have the right to appear at the Final Approval hearing to object in person or through counsel regardless of whether or not you submit a written objection.

The submission of 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 101 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 have the right to attend the Final Approval Hearing, but you are not required to do so, 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
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 basic terms of the Settlement and sets forth everything Defendants and Plaintiff have promised to do under the proposed 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. The easiest way to read the Agreement, the Amendments to the Agreement, the Judgment or any other Settlement documents is to go to Orange County Superior Court's website at: www.occourts.org. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access/> and entering the Case Number for the Action, Case No. 30-2021-01199788 and entering 2021 for the filing date of this case.

The Settlement Administrator also maintains a website at (INSERT WEBSITE ADDRESS) where you can obtain the PAGA Notices, Agreement, the Amendments and all related documents which pertain to the Settlement in this Action.

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 3

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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 J. Wilson, Dept. CX 101]

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

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

The Court now has before it, Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the Class Action and PAGA Settlement Agreement and Release ("Settlement Agreement"), attached hereto as Exhibit A, the Amendment to the Class Action and PAGA Settlement Agreement and Release ("Amendment"), attached hereto as Exhibit B, and all exhibits attached thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

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

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

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

The Class Period is from May 11, 2017 through the date of this Order.

3. The Court conditionally approves for settlement purposes the PAGA allocation of this settlement to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members. "PAGA Member" or "PAGA Members" means any Class Member who was employed or has been employed by Defendants at any time during the time period from March 20, 2020 through the date of this Order.

4. The PAGA Period is from March 20, 2020 through the date of this Order.

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

6. The Court appoints, for settlement purposes, Plaintiff Estefania Lopez as Representative for the Class.

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

8. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

9. The Court appoints CPT Group Class Action Administrators ("CPT") as the Settlement Administrator and is ordered to carry out the administration of the settlement according to the terms of the Settlement Agreement and Amendment.

10. The Court approves as to form and content: (1) of the Class Action and PAGA Settlement Notice, Exclusion Form; and Objection Form (attached hereto as Exhibit C) (collectively, the "Notice Packet"); (2) the certified Spanish Class Action and PAGA Settlement Notice, Exclusion Form; and Objection Form (attached hereto as Exhibit D) (collectively, "Spanish Notice Packet"); and (3) the certified Mandarin Class Action and PAGA Settlement Notice, Exclusion Form; and Objection Form (attached hereto as Exhibit E) (collectively, "Mandarin Notice Packet" or jointly referred to as "Notice Packets"). The Court finds that the dates selected for the mailing and distribution of the Notice Packets meet the requirements of due process, provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Notice Packets shall be accompanied by the Exclusion Forms and shall instruct Class Members to submit the Exclusion Form to the Settlement Administrator, CPT, and not this Court. The Settlement Administrator shall direct copies of any Exclusion Forms to counsel for the Parties. In the event that any Exclusion Forms are received from Class Members, the Settlement Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of every exclusion form received.

12. The Notice Packets shall be accompanied by the Objection Forms and shall instruct Class Members to submit the Objection Form to the Settlement Administrator, CPT, and not this Court. The Settlement Administrator shall direct copies of any Objections Form to counsel for the Parties. In the event that any Objection Forms are received from Class Members, the Settlement

Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of every Objection Form received.

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

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

15. The Parties are ordered to carry out the Settlement according to the following 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	

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

17. At the Final Approval Hearing, the Court will consider whether the Settlement and Amendment should be finally approved as fair, reasonable and adequate, whether a final judgment

1 should be entered, and whether the payments provided for under the Settlement and Amendment,
2 including attorneys' fees and costs and class representative service award, should be finally approved
3 and granted.

4 18. Pending the Final Approval Hearing, all proceedings in this Action, other than
5 proceedings necessary to implement the Settlement and this Order, are stayed.

6 **IT IS SO ORDERED.**

7
8 DATED: _____

HONORABLE PETER J. WILSON
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

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, *et seq.* ("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, *et seq.* of California's Business and Professions Code in addition to a claim for penalties pursuant to Labor Code section 2699, *et seq.* ("PAGA").

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) and violation of California Private Attorneys' General Act, California Labor Code § 2699 *et seq.* ("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 _____ ("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 Thousand Dollars and Zero Cents (\$20,000.00) 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 \$_____.

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 _____ ("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 \$ _____.

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-three percent (33.33%) 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 the date that the Court grants preliminary approval of the class action settlement, 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, specifically referring to 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; and (10) failure to provide supplemental COVID-19 sick leave.

"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 the release of all claims for civil penalties only under PAGA that Plaintiff, on behalf of herself, and the State of California, predicated on the facts alleged in Plaintiff's Operative Complaint and PAGA Notices to the LWDA dated May 7, 2021 and July 28, 2022, during the period from March 20, 2020 through the date the Court grants preliminary approval, 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 you wish to object in writing, you should submit the written objection to the Settlement Administrator ("Objection") to the following address, fax number or email address listed in section 3 of this Notice above. A valid and timely Objection should: (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) dates of employment; (3) be signed by the Settlement Class Member; (4) provide a concise statement of your reasons for objecting; and (5) 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), (3) and (4) as long as the written objection is timely received pursuant to requirement (5).

You have the right to appear at the Final Approval hearing to object in person or through counsel regardless of whether or not you submit a written objection.

The submission of 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 101 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 have the right to attend the Final Approval Hearing, but you are not required to do so, 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
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 basic terms of the Settlement and sets forth everything Defendants and Plaintiff have promised to do under the proposed 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. The easiest way to read the Agreement, the Amendments to the Agreement, the Judgment or any other Settlement documents is to go to Orange County Superior Court's website at: www.occourts.org. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access/> and entering the Case Number for the Action, Case No. 30-2021-01199788 and entering 2021 for the filing date of this case.

The Settlement Administrator also maintains a website at (INSERT WEBSITE ADDRESS) where you can obtain the PAGA Notices, Agreement, the Amendments and all related documents which pertain to the Settlement in this Action.

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.

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 EXCLUSION FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST SEND THIS FORM BY FACSIMILE, MAIL OR EMAIL TO THE SETTLEMENT ADMINISTRATOR, CPT GROUP CLASS ACTION ADMINISTRATORS. YOUR EXCLUSION FORM MAY BE SENT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED ON OR BEFORE _____ OR EMAILED OR FAXED BY ON OR BEFORE _____.

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

YOU CANNOT EXCLUDE YOURSELF FROM THE PAGA SETTLEMENT, AND THAT IF YOU ARE A PAGA MEMBER, YOU WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT AND RELEASE THE PAGA CLAIMS REGARDLESS OF WHETHER YOU CASH THE CHECK WITH THE INDIVIDUAL PAGA PAYMENT.

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 February 16, 2023. 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)

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 RETURNED 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 Objection to the Settlement Administrator by email, facsimile or United States Mail to the Settlement Administrator as set forth on page two (2). The Objection must be sent to the Settlement Administrator and postmarked, emailed or faxed no later than _____, 2023. 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 _____, 2023 at _____ in Dept. CX 101 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 Objection at any time. With the Court's permission, the Court will permit oral objections at the Final Approval Hearing even if you did not previously submit a written Objection. 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

EXHIBIT D

AVISO DEL ACUERDO DE LA DEMANDA COLECTIVA Y EL ACUERDO DE PAGA

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA, CONDADO DE ORANGE

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

Corte Superior de California, Condado de Orange, Caso No. 30-2021-01199788-CU-OE-CXC

POR FAVOR LEA ESTE AVISO

Una demanda colectiva y representativa bajo la Ley General de Abogados Privados, secciones 2699, y *siguientes* del Código Laboral de California ("PAGA," por sus siglas en inglés) en contra de los Demandados UCI, Inc. y Universal Card, Inc. ("Demandados") ha sido preliminarmente aprobada para un acuerdo. En la demanda, la Demandante, Estefania Lopez ("Demandante") alegó que los Demandados no compensaron adecuadamente a los Miembros de la Clase por todas las horas trabajadas, no proporcionaron a los Miembros de la Clase los períodos de comida y/o de descanso conformes o la compensación en su lugar, no proporcionó las declaraciones salariales precisas, no pagó oportunamente todos los salarios adeudados durante el empleo y después de la terminación, no mantuvo registros de nómina precisos, no reembolsó los gastos de negocio necesarios, no proporcionó permiso de enfermedad suplementario de COVID-19; y violó la sección 17200, y *siguientes* del Código de Negocios y Profesiones de California, además de un reclamo de sanciones de conformidad con la sección 2699, y *siguientes* del Código Laboral ("PAGA").

Los Miembros de la Clase se definen como: todas las personas que están empleadas o han sido empleadas por los Demandados en el Estado de California como empleados no exentos en cualquier momento durante el período desde el 11 de mayo del 2017 hasta el 16 de febrero del 2023 ("Período de la Clase" y colectivamente, los Miembros de la Clase se conocen como la "Clase").

Usted ha sido identificado por los registros de los Demandados como un Miembro de la Clase en la demanda mencionada anteriormente, y como tal, está sujeto a los términos de la Resolución del Acuerdo y Exoneración de la Demanda Colectiva y de PAGA ("Acuerdo"), aprobado preliminarmente por la Corte. Por favor, lea este aviso cuidadosamente. Puede afectar a sus derechos legales. Los Demandados no tomarán represalias en contra de usted por cualquier acción que usted tome con respecto al acuerdo.

SUS DERECHOS Y OPCIONES LEGALES CON RESPECTO AL ACUERDO	
Participar en el Acuerdo	Si usted desea permanecer en la Clase, estar obligado por el Acuerdo y recibir su Pago Individual del Acuerdo, y si es elegible, el Pago de PAGA , entonces no necesita hacer nada.
Excluirse del Acuerdo	Si no desea estar obligado por el Acuerdo, usted debe seguir las instrucciones de la Sección 6 para excluirse. Si se excluye, no recibirá su Pago Individual del Acuerdo, y no liberará los Reclamos Resueltos en contra de las Partes Liberadas definidas en la Sección 4 a continuación. Si este Acuerdo es aprobado por la Corte, y usted es un Miembro de PAGA, recibirá su pago de PAGA y los Reclamos Resueltos de PAGA serán liberados incluso si usted se excluye del Acuerdo.
Objetar al Acuerdo	Si usted desea objetar al Acuerdo, usted debe seguir las instrucciones de la Sección 7. Si se opone, usted aún estará obligado por los términos del Acuerdo, si es aprobado por la Corte.

1. ¿POR QUÉ RECIBÍ ESTE AVISO?

Usted ha recibido este Aviso porque los registros de los Demandados reflejan que usted es un Miembro de la Clase según se define anteriormente. Este Aviso le proporciona información sobre (1) los términos del Acuerdo, incluyendo los reclamos que están siendo liberados, (2) la cantidad monetaria total del Acuerdo, (3) su Pago Individual estimado del Acuerdo siempre y cuando usted permanezca como un Miembro de la Clase del Acuerdo, y (4) dónde encontrar información adicional sobre el caso y el Acuerdo.

NO ES NECESARIO HACER NADA PARA RECIBIR DINERO CONFORME AL ACUERDO: Si no hace nada, usted estará incluido automáticamente en el Acuerdo y no necesitará realizar ninguna otra acción para recibir un pago.

2. ¿DE QUÉ SE TRATA ESTE CASO?

La Queja de Demanda Colectiva por Daños y Perjuicios fue presentada el 11 de mayo del 2021, en la Corte Superior de California, Condado de Orange, iniciando la demanda titulada Estefanía Lopez v. UCI, Inc., Universal Card, Inc., Caso No.: 30-2021-01199788-CU-OE-CXC. La Demandante alegó en su nombre y en el de la Clase los siguientes reclamos en contra de los Demandados: (1) no proporcionar los períodos de comida; (2) no proporcionar los períodos de descanso; (3) no pagar los salarios de las horas extras; (4) no pagar los salarios mínimos; (5) no pagar todos los salarios adeudados a los empleados despedidos y que renuncian; (6) no proporcionar las declaraciones de salarios precisas y detalladas; (7) no mantener los registros; (8) no reembolsar los gastos de negocio necesarios; (9) violación de la Ley de Competencia Desleal de California; y (10) y la violación de la Ley General de Abogados Privados de California, § 2699 y siguientes del Código Laboral de California ("PAGA"), basada en las violaciones del Código Laboral de California y de la Orden Salarial de la Comisión de Bienestar Industrial ("IWC," por sus siglas en inglés) aplicable, tal y como se alega en la Demanda Operativa.

La resolución del reclamo de PAGA ("Acuerdo de PAGA") incluye a cualquier Miembro de la Clase que esté empleado o haya estado empleado por los Demandados en el Estado de California durante el período de tiempo desde el 20 de marzo del 2020 hasta el 16 de febrero del 2023 ("Miembros de PAGA").

Los Demandados niegan cualquier responsabilidad o mala conducta de cualquier tipo. Los Demandados sostienen, entre otras cosas, que cumplieron en todo momento con el Código Laboral de California y el Código de Negocios y Profesiones, y que los empleados fueron pagados de manera correcta y oportuna todos los salarios, y que los períodos de comidas y descansos se proporcionan según lo requerido por la ley aplicable.

La Corte no ha decidido sobre los méritos de los reclamos de la Demandante. Al aprobar preliminarmente el Acuerdo y emitir este Aviso, la Corte no está sugiriendo qué parte ganará o perderá este caso en cuanto a los méritos. En su lugar, la Corte ha determinado solamente que existen pruebas suficientes para determinar de manera preliminar que el Acuerdo propuesto es justo, adecuado y razonable, y cualquier decisión final sobre estas cuestiones se hará en la audiencia de aprobación final.

3. LOS TÉRMINOS DEL ACUERDO Y EL CÁLCULO DE LOS PAGOS INDIVIDUALES DEL ACUERDO Y DE LOS PAGOS DE LA PAGA.

Sin admitir ninguna mala acción, y para evitar las interrupciones comerciales causadas por el litigio de estos reclamos, los Demandados han acordado pagar una Cantidad Bruta de Acuerdo de Novecientos Cincuenta Mil Dólares y Cero Centavos (\$950,000.00) para resolver la Demanda si es aprobada por la Corte.

Las siguientes cantidades se pagarán de la Cantidad Bruta del Acuerdo:

- Pago de Servicio a la Demandante por su servicio como Representante de la Clase en una cantidad de hasta Siete Mil Dólares y Cero Centavos (\$7,000.00);
- Honorarios de Abogados que no excedan de Trescientos Dieciséis Mil Trescientos Sesenta Dólares con Cero Centavos (\$316,360.00) (es decir, 1/3 de la Cantidad Bruta del Acuerdo) a los Abogados de la Clase y hasta Veinte Mil Dólares y Cero Centavos (\$20,000.00) para el reembolso de los costos y gastos del litigio ("Costos de Abogados");
- La cantidad de Cien Mil Dólares y Cero Centavos (\$100,000.00) asignada al pago de sanciones civiles bajo PAGA (la "Asignación de PAGA");
- Los costos asociados con la administración del Acuerdo, estimados en Treinta y Tres Mil Dólares y Cero Centavos (\$33,000.00) ("Costos de la Administración del Acuerdo").

Pago Individual del Acuerdo: La cantidad que resta de la Cantidad Bruta del Acuerdo después de las deducciones anteriores se denomina la "Cantidad Neta del Acuerdo." La Cantidad Neta del Acuerdo se asignará a todos los Miembros de la Clase que no soliciten ser excluidos del Acuerdo ("Miembros de la Clase del Acuerdo") sobre una base *proporcional*, según su número de Semanas de Trabajo Compensables. Cada pago se llama un "Pago Individual del Acuerdo" y se calculará de la siguiente manera:

1. El Administrador del Acuerdo determinará el número de semanas de trabajo trabajadas por los Miembros de la Clase en California como un empleado no exento durante el Período de la Clase ("Semanas de Trabajo Compensables");
2. El Administrador del Acuerdo determinará el valor de una sola Semana de Trabajo Compensable dividiendo la Cantidad Neta del Acuerdo por el número total de Semanas de Trabajo Compensables para cada Miembro de la Clase del Acuerdo, lo que resultará en una proporción de pago; y

3. Cada Miembro de la Clase del Acuerdo recibirá un Pago Individual bruto del Acuerdo igual a su proporción de pago por Semana de Trabajo Compensable multiplicada por la Cantidad Neta del Acuerdo.

Según sus Semanas de Trabajo Compensables, se estima que su pago individual del acuerdo como un Miembro de la Clase del Acuerdo es de \$ _____.

Pago de PAGA: Un total de Cien Mil Dólares y Cero Centavos (\$100,000.00) de la Cantidad Bruta del Acuerdo se ha asignado al Acuerdo de PAGA. De esta cantidad, el 75% o Setenta y Cinco Mil Dólares (es decir, \$75,000.00) se pagará a la Agencia de Desarrollo Laboral de California (California's Labor & Workforce Development Agency), y el 25% o Veinticinco Mil Dólares (es decir, \$25,000.00) (la "Cantidad Neta de Distribución de PAGA") se pagará sobre una base *proporcional* a los Miembros de PAGA.

1. El Administrador del Acuerdo determinará el número de semanas trabajadas por los Miembros de PAGA como empleados no exentos en California durante el periodo desde el 20 de marzo del 2020 hasta el 16 de febrero del 2023 ("Semanas de Trabajo de PAGA Compensables");
2. El Administrador del Acuerdo determinará el valor de una sola Semana de Trabajo de PAGA Compensable dividiendo el Fondo Neto de Distribución de PAGA por el número total de Semanas de Trabajo de PAGA Compensables de todos los Miembros de PAGA.
3. Cada Miembro de PAGA recibirá un Pago de PAGA igual a sus Semanas de Trabajo de PAGA Compensables multiplicadas por el valor de una sola Semana de Trabajo de PAGA Compensable.

Sobre la base de estas Semanas de Trabajo de PAGA Compensables, su Pago de PAGA se estima en \$ _____.

Si usted no está de acuerdo con la información anterior, usted puede presentar una disputa por escrito al Administrador del Acuerdo sobre el número de Semanas de Trabajo Compensables y/o las Semanas de Trabajo de PAGA Compensables asignadas a usted ("Disputa"). Su Disputa debe (1) contener su nombre, dirección y número de teléfono y el nombre y número de caso de esta Demanda de Lopez (es decir, *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Corte Superior del Condado de Orange, Caso No. 30-2021-01199788-CU-OE-CXC; (2) estar firmada por usted; (3) tener el sello postal, correo electrónico o sello de fax a no más tardar el (INSERT DATE) y ser devuelta al Administrador del Acuerdo a la dirección, correo electrónico o número de fax que se indican a continuación; (4) indicar claramente la cantidad de Semanas de Trabajo Compensables y/o Semanas de Trabajo de PAGA Compensables que usted considera correctas; y (5) adjuntar cualquier prueba documental que tenga para demostrar la cantidad de Semanas de Trabajo Compensables y/o Semanas de Trabajo de PAGA Compensables. La información de contacto del Administrador del Acuerdo es:

CPT GROUP CLASS ACTION ADMINISTRATORS

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

50 Corporate Park

Irvine, California 92606

Teléfono: (800) 542-0900

Facsimil: (949) 428-1023

Correo Electrónico: INSERT EMAIL ADDRESS

El treinta y tres por ciento (33.33%) de cada Pago Individual del Acuerdo se asignará a salarios y estará sujeto a todas las retenciones fiscales estatales y federales aplicables a los empleados; el treinta y tres por ciento (33.33%) de cada Pago Individual del Acuerdo se considerará sanciones y cualquier otra cantidad no relacionada con salarios; y el treinta y tres por ciento (33.33%) de cada Pago Individual del Acuerdo se considerará intereses. La cantidad asignada como salarios se declarará en una forma W-2 del IRS, y la cantidad restante asignada como sanciones, daños liquidados, intereses y otros pagos no salariales se declararán en una forma 1099 del IRS. El cien por cien (100%) de cada Pago de PAGA se asignará como sanciones y se declarará en una forma 1099 del IRS.

Además de la Cantidad Bruta del Acuerdo, los Demandados pagarán todos los impuestos y contribuciones sobre la nómina del empleador en relación con la parte del Acuerdo asignada a los salarios en el momento en que se financie la Cantidad Bruta del Acuerdo.

Los Miembros de la Clase son responsables del pago de impuestos sobre cualquier cantidad recibida. Este Aviso no constituye asesoramiento fiscal y debe consultar a su asesor fiscal. Los cheques serán válidos y negociables durante ciento ochenta (180) días; después de este plazo, los cheques serán nulos y se aplicará una suspensión de pago a los cheques no cobrados. Los cheques del Acuerdo que no se cobren en el plazo de ciento ochenta (180) días desde su envío, o que se devuelvan al Administrador del Acuerdo, se anularán y el Administrador del Acuerdo enviará los fondos asociados a los cheques no cobrados a la Oficina del Controlador del Estado de California, División de Propiedad No Reclamada, en nombre del Miembro de la Clase afectado. **Los Miembros de la Clase estarán obligados por el Acuerdo aunque no cobren sus cheques del acuerdo.**

4. ¿A QUÉ ESTOY LIBERANDO COMO UN MIEMBRO DE LA CLASE BAJO EL ACUERDO?

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

Siempre y cuando la Corte otorgue la aprobación final del Acuerdo, a partir de la Fecha Efectiva, todos los Miembros de la Clase que no opten por excluirse del Acuerdo ("Miembros de la Clase del Acuerdo") por el presente liberan y exonerarán completamente y en forma definitiva a las Partes Liberadas, desde el 11 de mayo del 2017 hasta el 16 de febrero del 2023, de todos y cada uno de los reclamos, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños y perjuicios, o causas de acción contingentes o acumuladas, que se aleguen, o que podrían haberse alegado, sobre la base de los hechos y reclamos alegados en la Demanda Operativa, refiriéndose específicamente a los reclamos por: (1) no proporcionar los períodos de comida; (2) no proporcionar los períodos de descanso; (3) no pagar los salarios por horas extras; (4) no pagar los salarios mínimos; (5) no pagar a tiempo todos los salarios durante el empleo y debido a los empleados despedidos y que renunciaron; (6) no proporcionar las declaraciones salariales precisas y detalladas; (7) no mantener los registros requeridos; (8) no reembolsar los gastos de negocio necesarios; (9) no proporcionar permiso por enfermedad suplementario de COVID-19; y (10) violación de la Ley de Competencia Desleal de California.

"Partes Liberadas" se refiere colectivamente a: (i) los Demandados; (ii) los respectivos pasados, presentes y futuros herederos, albaceas, administradores, matrices, subsidiarias y filiales, sucesores y cesionarios de los Demandados; y (iii) los pasados, presentes y futuros accionistas, gerentes, directivos, socios, miembros, agentes, empleados, abogados, aseguradores, predecesores, sucesores y cesionarios de cualquiera de los anteriores.

5. ¿A QUÉ RENUNCIO COMO UN MIEMBRO DE PAGA SEGÚN EL ACUERDO?

A partir de la Fecha Efectiva, todos los Miembros de PAGA, por el presente, hacen y se considerará que han liberado, resuelto, comprometido, renunciado y exonerado de todas y cada una de las Partes Liberadas de todos y cada una de los Reclamos Resueltos de PAGA.

Los "Reclamos Resueltos de PAGA" significan la liberación de todos los reclamos de sanciones civiles solo de conformidad con PAGA que la Demandante, en nombre de sí misma, y el Estado de California, basaron en los hechos alegados en la Demanda Operativa de la Demandante y los Avisos de PAGA con la fecha del 7 de mayo del 2021 y el 28 de julio del 2022, durante el período desde el 20 de marzo del 2020 hasta el 16 de febrero del 2023.

Las Partes Liberadas se definen en la sección 4 de este Aviso anteriormente. Un Miembro de PAGA o Miembros de PAGA significa cualquier empleado no exento y pagado por hora empleado por los Demandados en cualquier momento durante el período de tiempo del 20 de marzo del 2020 hasta el 16 de febrero del 2023.

LOS MIEMBROS DE PAGA NO PUEDEN OPTAR POR NO PARTICIPAR O EXCLUIRSE DEL ACUERDO DE PAGA O DE LA LIBERACIÓN DE RECLAMOS RESUELTOS DE PAGA Y RECIBIRÁN UN PAGO DE PAGA INCLUSO SI OPTAN POR NO PARTICIPAR EN EL ACUERDO DE LA CLASE.

6. ¿QUÉ SUCEDE SI NO DESEO PARTICIPAR EN EL ACUERDO DE LA CLASE?

Usted tiene derecho a solicitar la exclusión del Acuerdo como un Miembro de la Clase y con respecto al acuerdo de los Reclamos Resueltos, pero no puede excluirse como un Miembro de PAGA. Para excluirse como un Miembro de la Clase del Acuerdo, usted debe presentar una Solicitud de Exclusión por escrito al Administrador del Acuerdo ("Solicitud de Exclusión") a la dirección, correo electrónico o número de fax que se indica en la sección 3 de este Aviso.

Una Solicitud de Exclusión válida y completa debe (1) contener el nombre, la dirección y el número de teléfono del Miembro de la Clase que solicita la exclusión y el nombre y número de caso de la Demanda Lopez (es decir, *Estefania Lopez v. UCI, Inc., Universal Card, Inc.*, Corte Superior del Condado de Orange, Caso No: 30-2021-01199788-CU-OE-CXC); (2) estar firmada por el Miembro de la Clase; (3) tener el sello postal, correo electrónico o sello de fax a no más tardar el [INSERT DATE] y ser devuelta al Administrador del Acuerdo a la dirección especificada, dirección de correo electrónico o número de fax que se indica en la sección 3 de este Aviso anteriormente; y (4) contener una declaración algo sustancialmente similar a:

"DESEO SER EXCLUIDO DEL ACUERDO DE LOS RECLAMOS DE LA CLASE EN LA DEMANDA DE ESTEFANIA LOPEZ V. UCI, INC., UNIVERSAL CARD, INC. ENTIENDO QUE SI SOLICITO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ UN PAGO INDIVIDUAL DEL ACUERDO DE LA DEMANDA. YO ENTIENDO QUE LA DEMANDA DE PAGA SEGUIRÁ SIENDO LIBERADA Y RESUELTA."

Es su responsabilidad asegurarse de que el Administrador del Acuerdo reciba oportunamente su solicitud de exclusión del Acuerdo. A menos de que solicite oportunamente ser excluido del Acuerdo, usted estará obligado por la sentencia después de la aprobación final del Acuerdo.

Los Miembros de la Clase que soliciten ser excluidos del Acuerdo NO recibirán su Pago Individual del Acuerdo y no liberarán ninguno de los Reclamos Resueltos. Sin embargo, los Miembros de la Clase que también sean Miembros de PAGA recibirán su Pago de PAGA y liberarán los Reclamos Resueltos de PAGA sin importar si presentan una Solicitud de Exclusión.

7. ¿QUÉ SUCEDE SI DESEO OBJETAR A ESTE ACUERDO?

Cualquier Miembro de la Clase del Acuerdo puede objetar al Acuerdo o a cualquier término del acuerdo. Si la Corte niega la aprobación, no se enviará ningún pago y la demanda continuará.

Si usted desea objetar por escrito, debe presentar la objeción por escrito al Administrador del Acuerdo ("Objeción") a la siguiente dirección, número de fax o dirección de correo electrónico que se indica en la sección 3 de este Aviso. Una objeción debe: (1) contener el nombre, la dirección y el número de teléfono del Miembro de la Clase del Acuerdo que presenta la objeción y el nombre y el número de caso de la Demanda de Lopez (es decir, Estefania Lopez c. UCI, Inc., Universal Card, Inc, Corte Superior del Condado de Orange, Caso No.: 30-2021-01199788-CU-OE-CXC); (2) fechas de empleo; (3) estar firmada por el Miembro de la Clase del Acuerdo; (4) proporcionar una declaración concisa de sus razones para objetar; y (5) tener el sello postal, correo electrónico o sello de fax en o antes del [INSERTAR FECHA] y ser devuelta al Administrador del Acuerdo a la dirección especificada, dirección de correo electrónico o número de fax en la sección 3 del Aviso anterior. Cualquier objeción escrita no será presuntamente inválida si las objeciones no cumplen con los requisitos (1), (2), (3) y (4) siempre y cuando la objeción escrita se reciba a tiempo de conformidad con el requisito (5).

Usted tiene derecho a comparecer en la audiencia de aprobación final para presentar objeciones en persona o a través de un abogado, sin importar si presenta o no una objeción por escrito.

La presentación de una objeción **no** le excluirá del Acuerdo. Si la Corte concede la aprobación final del Acuerdo, usted aún recibirá un Pago Individual del Acuerdo y se le prohibirá presentar los Reclamos Resueltos. **No presente tanto una objeción como una Solicitud de Exclusión.** Si presenta una objeción y una Solicitud de Exclusión al mismo tiempo, será excluido del Acuerdo y no se tendrá en cuenta la Objeción.

8. ¿CUÁNDO Y DÓNDE DECIDIRÁ LA CORTE SI APRUEBA EL ACUERDO?

La Audiencia de Aprobación Final está programada para el [INSERT DATE AND TIME] en el Departamento CX 101 de la Corte Superior del Estado de California, Corte Superior del Condado de Orange - Centro del Complejo Civil, ubicado en 751 West Santa Ana Blvd., Santa Ana, California 92701. La audiencia de aprobación final puede continuar sin previo aviso a los Miembros de la Clase. Usted tiene derecho a asistir a la Audiencia de Aprobación Final, pero no está obligado a hacerlo, para recibir el pago conforme al Acuerdo.

9. ¿QUIÉNES SON LOS ABOGADOS?

Abogados de los Demandantes y de la Clase son:

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

Abogados de los Demandados son:

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

La Corte ha decidido que los Abogados del Demandante y de la Clase están calificados para representar a los Miembros de la Clase del Acuerdo. Aparte de los Honorarios de Abogados y los Costos de Abogados aprobados por la Corte, que serán pagados de la Cantidad Bruta del Acuerdo, no se le cobrará por sus servicios.

10. ¿DEBO OBTENER MI PROPIO ABOGADO?

No es necesario que contrate a su propio abogado. Si usted desea que su propio abogado hable en su nombre o comparezca ante la Corte, tiene derecho a contratarlo, pero tendrá que pagarlo usted mismo.

11. INFORMACIÓN ADICIONAL.

Este Aviso resume la Demanda y los términos básicos del Acuerdo y establece todo lo que los Demandados y el Demandante han prometido hacer conforme al Acuerdo propuesto. Para obtener información más completa, los alegatos y otros registros de este litigio pueden ser examinados durante el horario regular de la corte en la Corte Superior del Condado de Orange - Centro del Complejo Civil,

ubicado en 751 West Santa Ana Blvd., Santa Ana, California 92701. La forma más fácil de leer el Acuerdo, la Enmienda al Acuerdo, las Órdenes o cualquier otro documento del Acuerdo es ir al sitio web de la Corte Superior del Condado de Orange en: www.occourts.org. Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto en este Aviso o consultar el sitio web de la Corte Superior visitando <https://www.occourts.org/online-services/case-access/> e ingresando el Número de Caso para la Demanda, Caso No. 30-2021-01199788 e ingresando 2021 para la fecha de presentación de este caso.

El Administrador del Acuerdo también mantiene un sitio web en (~~INSERT WEBSITE ADDRESS~~) donde usted puede obtener documentos y otra información, incluyendo los Avisos de PAGA, el Acuerdo, las Enmiendas y todos los documentos relacionados con el Acuerdo en esta Demanda.

12. PROCEDIMIENTOS DE DISTANCIAMIENTO SOCIAL DE LA CORTE SUPERIOR DEL CONDADO DE ORANGE

Por favor, visite <https://www.occourts.org/media-relations/CoronaVirusUpdate.html> para todas las actualizaciones relacionadas con los procedimientos actuales de distanciamiento social de la Corte para la asistencia a las audiencias y la revisión de los expedientes judiciales.

POR FAVOR NO LLAME POR TELÉFONO A LA CORTE O A LA OFICINA DEL SECRETARIO DE LA CORTE PARA PREGUNTAR SOBRE ESTE ACUERDO.

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

Corte Superior de California, Condado de Orange, Caso No. 30-2021-01199788-CU-OE-CXC

FORMA DE EXCLUSIÓN

SI USTED NO DESEA PARTICIPAR EN EL ACUERDO, USTED DEBE FIRMAR Y LLENAR POR COMPLETO ESTA FORMA DE EXCLUSIÓN, Y USTED DEBE ENVIAR ESTA FORMA POR FAX, CORREO POSTAL O CORREO ELECTRÓNICO AL ADMINISTRADOR DEL ACUERDO, CPT GROUP CLASS ACTION ADMINISTRATORS, COMO SE ESTABLECE A CONTINUACIÓN, EN O ANTES DEL .

CPT GROUP CLASS ACTION ADMINISTRATORS

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

50 Corporate Park

Irvine, California 92606

Teléfono: (800) 542-0900

Facsímil: (949) 428-1023

Correo Electrónico: INSERT EMAIL ADDRESS

USTED NO PUEDE EXCLUIRSE DEL ACUERDO DE PAGA, Y SI ES MIEMBRO DE PAGA, RECIBIRÁ UN PAGO INDIVIDUAL DE PAGA Y LIBERARÁ LOS RECLAMOS DE PAGA SIN IMPORTAR SI COBRA O NO EL CHEQUE CON EL PAGO INDIVIDUAL DE PAGA.

ES MI DECISIÓN SER EXCLUIDO DE LA CLASE Y NO RECIBIR NINGÚN DINERO BAJO EL ACUERDO.

Yo confirmo que fui empleado y realicé trabajo para los Demandados UCI, Inc., y Universal Card, Inc, entre el 11 de marzo del 2017 y el 16 de febrero del 2023. Confirmo que he recibido el aviso del acuerdo propuesto en esta demanda. He decidido ser excluido de la Clase, y he decidido no participar en el Acuerdo propuesto. Entiendo que al enviar esta Forma de Exclusión, se me prohibirá para siempre recibir cualquier dinero según el Acuerdo, y no estaré obligado por el Acuerdo.

FECHA: _____

(Firma)

(Dirección)

(Nombre Imprimido o Escrito A Mano)

(Ciudad, Estado, Código Postal)

(Número de Identificación del Empleado o
Últimos Cuatro Dígitos del Número de Seguro
Social)

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

Corte Superior de California, Condado de Orange,

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

FORMA DE OBJECCIÓN

ESTA FORMA DEBE SER DEVUELTA A NO MÁS TARDAR (INSERT DATE).

SOLO DEVUELVA ESTA FORMA SI USTED DESEA OBJETAR AL ACUERDO.

Nombre (Primero, Segundo, Apellido)

[preprinted by settlement administrator]

OBJETAR	Si usted decide, puede objetar a este Acuerdo. La Corte puede o no estar de acuerdo con su objeción. La objeción al Acuerdo no lo excluirá del Acuerdo, y si participa en el Acuerdo y recibe una Parte del Acuerdo, lo hará a cambio de una liberación de los Reclamos Liberados, como se explica más detalladamente a continuación.
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Si usted desea Objetar el Acuerdo, puede enviar su Objeción al Administrador del Acuerdo por correo electrónico, fax o correo de los Estados Unidos al Administrador del Acuerdo como se establece en la página dos (2). La Objeción debe enviarse al Administrador del Acuerdo y debe tener el sello postal, ser enviada por correo electrónico o fax a no más tardar el _____ del **2023**. A menos de que la Corte encuentre una buena causa, las objeciones tardías no serán consideradas. Si se rechaza su Objeción, usted aún recibirá su Parte del Acuerdo y habrá liberado a las Partes Liberadas de los Reclamos Liberados según lo dispuesto en el Aviso del Acuerdo de Demanda Colectiva.

Usted también puede, si lo desea, comparecer en la Audiencia de Aprobación Final establecida para el _____ del 2023 en _____ en el Depto. CX 101 de la Corte Superior del Condado de Orange - Centro Complejo Civil y discutir sus objeciones con la Corte y las Partes. La Audiencia de Aprobación Final puede ser aplazada a otra fecha. Si presenta una Objeción, el Administrador del Acuerdo le notificará cualquier aplazamiento de la Audiencia de Aprobación Final. Usted puede retirar su Objeción en cualquier momento. Con el permiso de la Corte, la Corte permitirá objeciones orales en la Audiencia de Aprobación Final, incluso si usted no presentó previamente una Objeción por escrito. Si ha presentado una Forma de Solicitud de Exclusión (como se indica anteriormente), usted no puede presentar objeciones al Acuerdo. No es necesario que declare su intención de presentarse o comparecer en la Audiencia de Aprobación Final para que la Corte considere su Objeción.

Por favor, indique a continuación todos los motivos de la Objeción y firme, feche e incluya su dirección y número de teléfono. El Administrador del Acuerdo sellará la fecha de recepción en el original y enviará copias de su objeción a los Abogados de la Clase y a los Abogados de UCI, Inc. y Universal Card, Inc. quienes, a continuación, presentarán la Objeción a la Corte.

Motivo(s) de la objeción: (puede incluir páginas adicionales si es necesario)

Fecha: _____

(firma)

(nombre imprimido o escrito a mano)

(Número de Identificación del Empleado o Últimos
Cuatro Dígitos del Número de Seguro Social)

(dirección)

Si usted desea objetar al Acuerdo, usted debe enviar su objeción por correo antes del _____
del 2022 a:

CPT GROUP CLASS ACTION ADMINISTRATORS

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

50 Corporate Park

Irvine, California 92606

Teléfono: (800) 542-0900

Facsímil: (949) 428-1023

Correo Electrónico: INSERT EMAIL ADDRESS



I certify that, to the best of my knowledge, this is a complete and accurate translation of the English document into Spanish:

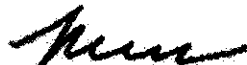
Notice Of Class Action And PAGA Settlement, Exclusion Form and Objection Form

I, Laura Garcia, do hereby swear and affirm that I have truly and accurately translated the document from the English language into Spanish and that it is a true and accurate translation of the document, and further that I am competent to translate in both languages.



Laura Garcia
Certified Spanish Translator
CPT Group, Inc.

Sworn and subscribed before on this 2nd day of February, 2023.



Notary Public Signature

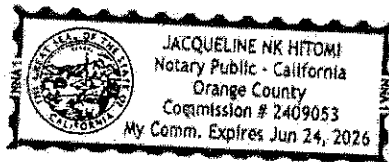


EXHIBIT E

集体诉讼和PAGA和解通知书

加州橙县高级法院

ESTEFANIA LOPEZ 诉 UCI, Inc. 等人

加州橙县高级法院，案件编号：30-2021-01199788-CU-02E-CXC

请阅读本通知书

根据《私人总检察长法》（《加利福尼亚州劳工法》第2699节等（“PAGA”））对被告UCI, Inc.和Universal Card, Inc.（“被告”）的集体和代表诉讼已获初步批准进行和解。在诉讼中，原告Estefania Lopez（“原告”）声称，被告未对集体成员的所有工作时间进行适当补偿，未为集体成员提供符合规定的用餐和/或休息时间或补偿，未提供准确的工资报表，未及时支付雇用期间和解雇时的所有欠薪，未保持准确的工资记录，未报销必要的业务费用，未提供补充的COVID19病假；并违反了《加州商业和职业法》第17200条及其后条款；除了根据《劳动法》第2699条及以下条款（“PAGA”）提出处罚索赔外，还违反了《加州商业和职业法》第17200条及其后条款规定。

集体成员的定义是：所有在2017年5月11日至2023年2月16日期间（“集体期”，集体成员统称为“集体”），在加利福尼亚州受雇于或曾经受雇于被告的非豁免雇员的人。

根据被告的记录资料，您已被确定为上述诉讼的集体成员，因此，您须遵守法院初步批准的集体诉讼和PAGA和解协议和免责声明（“和解”）的条款。请仔细阅读本通知书。它可能会影响您的法律权利。被告不会因您采取的任何与和解有关的行动而对您进行报复。

您在和解方面的法律权利和选择	
参与该和解	如果您想继续留在集体中，将受该和解协议的约束并获得您的个人和解金，如果符合条件，还可获得PAGA付款，则您不需要采取任何行动。
退出“和解”	如果您不想受“和解”的约束，则必须按照第6节中的说明退出。退出后您将不会收到您的个人和解金，并且您将不会解除对下文第4节中定义的被解除方的和解索赔。如果法院批准该和解，并且您是PAGA成员，即使您退出该和解，您也将收到您的PAGA付款，并且已和解的PAGA索赔将被免除。
对该和解提出异议	如要对“和解”提出异议，则须遵循第7节中的说明。如提出异议，在法院批准后，您仍将受到“和解”条款的约束。

1. 我为什么会收到这份通知书？

您之所以收到本通知书是因为被告的记录显示您是上述定义的集体成员。本通知书向您提供以下信息：(1) 和解条款，包括被免除的索赔；(2) 和解的总金额；(3) 如果您仍是和解集体成员，您的估算个人和解金；以及 (4) 在哪里可以找到有关本案和和解的其他信息。

不需要采取任何行动就能获得该和解协议下的和解金：如果您无所行动，则您将自动被纳入和解，不需要采取任何进一步的行动即可获得和解金。

2. 本案所涉内容？

损害赔偿集体诉讼案于2021年5月11日在加州橙县高级法院提起诉讼，案件名称为 Estefania Lopez 诉 UCI, Inc., Universal Card, Inc., 案件编号：30-2021-01199788-CU-OB-CXC.原告代表自己和集体向被告提出以下索赔：(1)未提供用餐时间；(2)未提供休息时间；(3)未支付加班工资；(4)未支付最低工资；(5)未向被解雇和辞职的员工支付所有应得工资；(6)未提供准确、明细的工资报表；(7)未能保持记录；(8)未能报销必要的商业费用；(9)违反《加州不公平竞争法》；以及(10)违反了《私人总检察长法》（《加利福尼亚州劳工法》第2699节等（“PAGA”）），其前提是违反了《加州劳动法》和适用的IWC工资令，正如执行起诉状中所指控的那样。

PAGA索赔的解决方案（“PAGA和解”）包括在2020年3月20日至2023年2月16日期间受雇于或曾受雇于被告的任何集体成员（“PAGA成员”）。

被告否认有任何责任或任何形式的不法行为。被告辩称，除其他事项外，他们在任何时候都遵守《加州劳动法》和《商业和职业法》，并正确和及时地向雇员支付所有工资，而且按照适用法律的要求提供用餐时间和休息时间。

法院未对原告索赔的案情作出裁决。通过初步批准和解和发布本通知书，法院并没有暗示哪一方会在本案中获胜或失败。相反，法院只是确定有足够的证据来初步确定提议的和解是公平、充分和合理，对这些问题的任何最终裁决将在最终批准听证会上作出。

3. 和解条款以及个人和解金和Paga付款的计算。

在不承认任何不当行为的情况下，为了避免因对这些索赔提起诉讼而造成的业务中断，如果法院批准，被告同意支付总和解金额95万零分（\$950,000.00），以解决该诉讼。

以下金额将从总和解金额中支付：

- 原告作为集体代表的服务费，金额不超过七千美元零分（\$7,000.00）；
- 向集体法律顾问支付不超过316,360.00美元（即总和解金额的1/3）的律师费，以及不超过20,000.00美元的诉讼费用和支出（“律师费”）；
- 分配用于支付PAGA规定的民事处罚的十万美元零分（100,000.00美元）（“PAGA分配”）；
- 与管理和解有关的费用，估计为三万三千美元和零美分（33,000.00美元）（“和解管理费用”）。

个人和解金：和解金总额在扣除上述费用后的剩余金额被称为“净和解金”。净和解金将根据集体成员的可补偿工作周数，按比例分配给所有未要求退出和解的集体成员（“和解集体成员”）。每笔付款称为“个人和解金”，其计算方法如下：

1. 和解管理员将确定集体成员在集体期作为非豁免雇员在加州工作的工作周数（“可补偿工作周数”）；
2. 和解管理员将确定单个可补偿工作周的价值，方法是用净和解金除以每个和解集体成员的可补偿工作周总数，得出支付比例；并且
3. 每位和解集体成员将获得总的个人和解金，其数额相当于其可补偿工作周的支付比例乘以净和解金。

根据您的可补偿工作周，您作为和解集体成员的个人和解金估计为_____美元。

PAGA付款：总和解金额中共有十万美元零分（100,000.00

美元）被分配给PAGA和解。其中，75%或75000美元（即75000.00美元）将支付给加州劳工和劳动力发展局，25%或25000美元（即25000.00美元）（“净PAGA分配金额”）将按比例支付给PAGA成员。

1. 和解管理员将确定PAGA成员在2020年3月20日至2023年2月16日期间作为非豁免雇员在加州工作的周数（“可补偿PAGA工作周数”）；
2. 和解管理员将确定单个可补偿PAGA工作周的价值，方法是通过对净PAGA分配基金除以所有PAGA成员的总的可补偿PAGA工作周数。
3. 每位PAGA会员应获得的PAGA付款相当于其可补偿PAGA工作周数乘以单个可补偿PAGA工作周的价值。

根据这些PAGA可补偿工作周数，您的PAGA付款估计为\$_____。

如果您对上述信息有异议，您可以向和解管理员提交一份关于分配给您的可补偿工作周数和/或可补偿PAGA工作周数的书面异议（“异议”）。您的争议必须（1）包含您的姓名、地址和电话号码，以及该Lopez诉讼案的案件名称和编号（即，*Estefania Lopez v. UCI, Inc., Universal Card, Inc.*，加州橙县高级法院，案件编号：30-2021-01199788-CU-OE-CXC；（2）

由您签名；（3）在（INSERT

DATE）或之前以邮戳、电子邮件或传真方式寄给和解管理员，指定地址、传真号码或电子邮件地址列于本通知书第3部分；（4）明确说明您认为正确的可补偿工作周数和/或可补偿PAGA工作周数；以及（5）

附上您所拥有的任何文件证据，以证明所含可补偿工作周数和/或可补偿PAGA工作周数。和解管理员的联系信息是：

CPT GROUP CLASS ACTION ADMINISTRATORS

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

50 Corporate Park

Irvine, California 92606

电话：(800) 542-0900

传真：(949) 428-1023

发送电子邮件：插入邮箱地址

每笔个人和解金的百分之三十三（33.33%）将被分配为工资，并须预扣所有适用的雇员州税和联邦税；每笔个人和解金的百分之三十三（33.33%）将被视为罚款和任何其他与工资无关的金额；每笔个人和解金的百分之三十三（33.33%）将被视为利息。作为工资分配的金额将在IRS表格W-

2中报告，而作为罚款、违约金、利息和其他非工资支付的剩余金额将在IRS表格1099中报告。每笔PAGA付款的百分之一百（100%）将被分配为罚款，并在IRS表格1099中报告。

除总和解金额外，被告还将支付与总和解金到位时分配给工资的部分有关的所有雇主工资税和缴款。

集体成员有责任为收到的任何款项支付税款。本通知书不是税务建议，您应该咨询您的税务顾问。支票在一百八十（180）天内有效并可转让；此后支票将失效，未兑现的支票将被止付。在邮寄后一百八十（180）天内未兑现的和解支票或被退回给和解管理员的和解支票将被取消，和解管理员应将未兑现支票相关的资金以受影响的集体成员的名义寄给加利福尼亚州主计长办公室的无人认领财产处。即使集体成员没有兑现其和解支票，他们也将受到该和解的约束。

4. 作为集体成员，我在和解协议下要免除什么责任？

如果您无所行动，您将收到您的个人和解金。

如果法院最终批准该和解，自生效日期起，所有未选择退出和解的集体成员（“和解集体成员”）在此完全并最终免除和解除被免责方从2017年5月11日至2023年2月16日的任何和所有索赔、债务、责任、要求、义务、担保、成本、费用、律师费、损害赔偿或诉讼原因，这些都是根据执行起诉状中指控的事实和索赔而提出的，或者本可以提出的，尤其是指以下索赔：（1）未提供用餐时间；（2）未提供休息时间；（3）未支付加班工资；（4）未支付最低工资；（5）未及时支付雇佣期间以及被解雇和辞职的雇员的所有工资；（6）未提供准确、逐项的工资报表；（7）未保持所需的记录；（8）未报销所需的业务费用；（9）未提供补充COVID-19病假；以及（10）违反加州不公平竞争法

“被免责方”统称为：(i) 被告；(ii) 被告各自过去、现在和将来的继承人、遗嘱执行人、管理人、母公司、子公司和关联公司、继承人和受让人；以及 (iii) 上述任何一方过去、现在和将来的股东、经理、官员、合伙人、成员、代理人、雇员、律师、保险人、前任、继承人和受让人。

5. 作为PAGA会员，我在和解协议下会免除什么责任？

自生效日期起，所有PAGA成员，特此应被视为已完全、最终和永远释放、解决、妥协、放弃和解除任何和所有被释放方的任何和所有已解决的PAGA索赔。

“已解决的PAGA索赔”是指原告代表自己和加利福尼亚州，根据原告在2020年3月20日至2023年2月16日期间的执行起诉状和2021年5月7日和2022年7月28日的PAGA通知书中所指控的事实，仅根据PAGA提出的所有民事处罚索赔的解除。

被释放方的定义见本通知书第4节。PAGA成员是指在2020年3月20日至2023年2月16日期间的任何时候，由被告雇用的任何非豁免小时工雇员。

PAGA成员不能选择退出PAGA和解或已解决的PAGA索赔的解除，即使他们选择退出集体和解，也将获得PAGA付款。

6. 如果我不想参加集体和解怎么办？

作为集体成员，您有权要求退出和解，并要求退出已解决索赔的和解，但您不能作为PAGA成员退出。要想退出和解集体成员的行列，您必须向和解管理员提交一份书面退出请求（“退出请求”），指定地址、电子邮件地址或传真号码列于本通知书第3部分。

有效且完整的“退出请求”必须包括：(1) 请求退出的集体成员的姓名、地址和电话号码，以及Lopez诉讼案的案件名称和编号（即*Estefania Lopez诉UCI, Inc., Universal Card, Inc.*，加州橙县高级法院，案件编号：30-2021-01199788-CU-02E-CXC）；(2) 由集体成员签名；(3) 在[INSERT DATE]或之前以邮戳、电子邮件或传真的方式寄给和解管理员，指定地址、电子邮件地址或传真号码列于本通知书第3部分；以及(4) 包含一份与以下内容基本类似的声明：

“我希望退出ESTEFANIA LOPEZ诉UCI, INC., UNIVERSAL CARD, INC.诉讼案的集体索赔和解。我明白，如果我要求退出和解集体，我将不会从该诉讼的和解中获得个人和解金。我理解PAGA的索赔仍将被释放和和解”。

您有责任确保和解管理员及时收到您要求退出和解的请求。除非您及时要求退出和解，否则您将受到和解最终批准后的判决的约束。

要求退出和解的集体成员将不会收到他们的个人和解金，也不会解除任何已和解的索赔。但是，同时也是PAGA成员的集体成员将收到他们的PAGA付款并解除已和解的PAGA索赔，无论他们是否提交退出请求。

7. 如果我想对该和解提出异议怎么办？

任何和解集体成员均可对该和解或任何和解条款提出异议。如果法院拒绝批准，将不发出任何付款，诉讼将继续进行。

如果您希望以书面形式提出异议，则应将书面异议提交给和解管理员（“异议”），指定地址、传真号码或电子邮件地址列于本通知书第3部分。异议应：(1)

包含提出异议的和解集体成员的姓名、地址和电话号码，以及Lopez诉讼案的案件名称和编号（即*Estefania Lopez诉UCI, Inc., Universal Card, Inc.*，加州橙县高级法院，案件编号：30-2021-01199788-CU-02E-CXC）；(2) 雇用日期；(3) 由和解集体成员签名；(4) 简要说明您提出异议的理由；(5) 在[INSERT DATE]或之前以邮戳、电子邮件或传真方式寄给和解管理员，指定地址、传真号码或电子邮件地址列于本通知书第3部分。

如果异议不符合要求(1)、(2)、(3)和(4)，只要根据要求(5)及时收到书面异议，则任何书面异议不会被推定为无效。

无论您是否提交书面异议，您都有权亲自或通过法律顾问出席最终批准听证会，提出异议。

您不会因提交异议而被退出和解。如果法院最终批准该和解，您仍将获得个人和解金，并被禁止继续追究已和解的索赔。请勿同时提交异议和退出请求。如果您同时提交异议和退出请求，您将退出和解，异议将不予考虑。

8. 法院将在何时何地决定是否批准该和解？

最终批准听证会定于[INSERT DATE AND TIME]在加利福尼亚州橙县高级法院-民事综合中心高级法院CX 101部门举行，地址：751 West Santa Ana Blvd., Santa Ana, California 92701。最终批准听证会可能会继续进行，恕不进一步向集体成员发出通知书。您有权出席最终批准听证会，但不要求您出席，以便获得和解协议下的和解金。

9. 谁是律师？

原告和集体诉讼成员的律师是：

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

被告的律师是

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

法院已决定，原告和集体诉讼成员的律师有资格代表和解集体诉讼的成员。除了法院批准的律师费用和律师成本（将从总金额中支付）外，您不会因为他们的服务而被收取费用。

10. 我是否应聘用自己的律师？

您不需要自己去找律师。如果您想让自己的律师为您发言或出庭，您有权聘请一名律师，但您必须自己支付该律师的费用。

11. 更多信息。

本通知书概述了诉讼和解的基本条款，并阐述了被告和原告根据拟议的和解协议所承诺的所有事项。如需更完整的信息，可在正常开庭时间到位于751 West Santa Ana Blvd., Santa Ana, California 92701的橙县高级法院-民事综合中心查阅该诉讼的诉状和其他记录。阅读协议、协议修订版、命令或任何其他和解文件的最简单方法是登入橙县高级法院网站：www.occourts.org。您也可以使用本通知书中的联系信息致电给或发电子邮件至集体法律顾问或管理人，或者登录高等法院网站<https://www.occourts.org/online-services/case-access/>，输入诉讼案号，即案号30-2021-01199788，并输入2021年为本案的立案日期。

和解管理人还开设了一个网站，网址是（INSERT WEBSITE ADDRESS），您可以在这里获得文件和其他信息，包括PAGA通知书、协议、协议修订版以及与本案和解有关的所有相关文件。

12. 橙县高级法院社交距离程序

请访问<https://www.occourts.org/media-relations/CoronaVirusUpdate.html>, 了解所有关于出席听证会和审查法庭文件的当前法院社交距离程序的最新信息。

请勿打电话给法院或法院书记员办公室咨询
关于本和解协议。

ESTEFANIA LOPEZ 诉 UCI, Inc. 等人

加利福尼亚州橙县高级法院，案件编号：30-2021-01199788-CU-OE-CXC

退出表格

如果您不想参与和解，则必须准确地签署并完整地填写本退出表格，并且您必须在____之前通过传真、邮件或电子邮件将本表发送给以下和解管理员，即CPT GROUP集体诉讼管理员。

CPT GROUP CLASS ACTION ADMINISTRATORS Re: <i>Estefania Lopez v. UCI, Inc., et al.</i> 50 Corporate Park Irvine, California 92606 电话: (800) 542-0900 传真: (949) 428-1023 发送电子邮件: 插入邮箱地址

您不能退出PAGA和解，并且如果您是PAGA会员，则将收到个人PAGA付款，并解除PAGA索赔，无论您是否兑现个人PAGA付款的支票。

我决定退出集体，不接收和解协议下的任何款项。

我确认我在2017年3月11日至2023年2月16日期间受雇于被告UCI, Inc.和Universal Card, Inc.并为其工作。我确认我已经收到了关于本诉讼拟议和解的通知书。我已决定退出集体，并决定不参与提议的和解协议。我明白，提交此退出表格即表示我在未来不得接受该和解协议的任何款项，并且不受该和解的约束。

日期：_____

(签名)

(地址)

(正楷姓名)

(城市、州、邮编)

(雇员身份证号码或最后四个社会安全号码)

ESTEFANIA LOPEZ 诉 UCI, Inc. 等人

加利福尼亚州橙县高级法院

案件编号：30-2021-01199788-CU-OE-CXC

异议表格

本表必须在 **(INSERT DATE)** 之前交回。

此表仅当您想对和解提出异议时方可交回。

姓名

[preprinted by settlement administrator]

提 出 异 议	您可以选择是否要对该和解提出异议。法院可能同意也可能不同意您的异议。对该和解提出异议不会使您退出该和解，如果您参与该和解并获得和解份额，您将作为被免除索赔的交换，下文将对此作出更全面的讨论。
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如果您想对和解提出异议，则可以通过电子邮件、传真或美国邮件将您的异议发送至第二 (2) 页中规定的和解管理员。异议必须寄给和解管理员，并且必须在2023年_____之前以邮戳、电子邮件或传真的方式寄出。如果没有法院认定的正当理由，逾期异议将不予考虑。如果您的异议被驳回，您仍将收到您的和解份额，并且您将按照集体诉讼和解通知书中的规定免除被免责方的免责索赔。

如果您愿意，您还可以参加定于2023年_____ () 在橙县高等法院-民事综合中心CX部门举行的最终批准听证会，与法院和各方讨论您的异议。最终批准听证会可能会延续到另一个日期。如果您提出异议，和解管理员将向您发出通知书，告知您最终批准听证会的任何延期。您可以随时撤回您的异议。经法院允许，即使您之前没有提交书面异议，法院也会允许在最终批准听证会上提出口头异议。如果您已经提交了“退出表格”（如上所述），您就不能再针对该和解提交异议。法院会考虑您提出的异议，而您不需要说明出席或参加最终批准听证会的目的。

请在下面说明所有提出异议的理由，并签名、注明日期，包括您的地址和电话号码。和解管理员将在原件上盖上接收日期的印章，并将您的异议副本寄给集体诉讼成员的法律顾问和UCI, Inc.及Universal Card, Inc.的法律顾问，后者将向法院提交异议。

提出异议的理由：（如有必要，可增加页数）

日期：_____

(签名)

(正楷姓名)

(雇员身份证号码或最后四个社会保险号码)

(地址)

如果您想对该和解提出异议，则必须在2022年____月__日之前将您的异议邮寄到：

CPT GROUP CLASS ACTION ADMINISTRATORS

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

50 Corporate Park

Irvine, California 92606

电话：(800) 542-0900

传真：(949) 428-1023

发送电子邮件：INSERT EMAIL ADDRESS

We certify that, to the best of our knowledge, this is a complete and accurate translation of the English document into Chinese:

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

I, James Lee, do hereby swear and affirm that I have truly and accurately translated the attached document from the English language to Chinese and that it is a true and accurate translation of that document, and further that I am competent to translate in both languages.

James Lee

James Lee

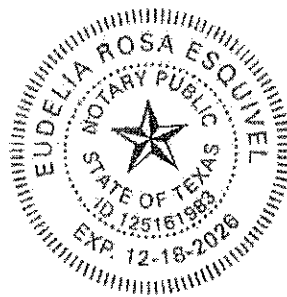
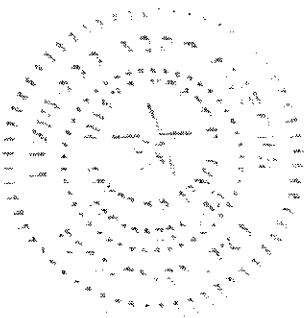
Translators USA, LLC.

ATA# 259846

Sworn and subscribed before me on this 1st day of February 2023.

Eudelia Esquivel

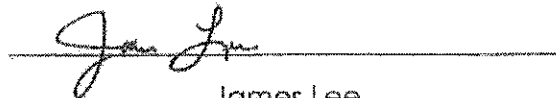
Notary Public Signature



We certify that, to the best of our knowledge, this is a complete and accurate translation of the English document into Chinese:

EXCLUSION FORM

I, James Lee, do hereby swear and affirm that I have truly and accurately translated the attached document from the English language to Chinese and that it is a true and accurate translation of that document, and further that I am competent to translate in both languages.

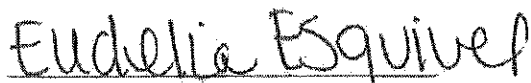


James Lee

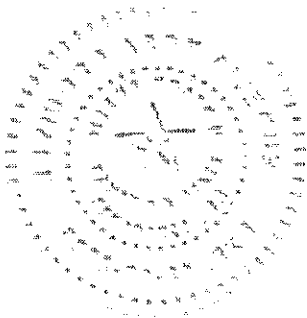
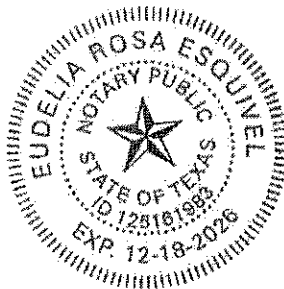
Translators USA, LLC.

ATA# 259846

Sworn and subscribed before me on this 1st day of February, 2023.



Notary Public Signature



We certify that, to the best of our knowledge, this is a complete and accurate translation of the English document into Chinese:

OBJECTION FORM

I, James Lee, do hereby swear and affirm that I have truly and accurately translated the attached document from the English language to Chinese and that it is a true and accurate translation of that document, and further that I am competent to translate in both languages.

James Lee

James Lee

Translators USA, LLC.

ATA# 259846

Sworn and subscribed before me on this 1st day of February, 2023.

Eudelia Esquivel

Notary Public Signature

