

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan SBN (279015)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FABIAN RIVERA, individually, and on
behalf of other members of the general public
similarly situated:

Plaintiff,

vs.

METRO RF SERVICES, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2121607

Honorable Tony Raphael
Department S36

CLASS ACTION

**DECLARATION OF LISA PAVLIK ON
BEHALF OF SIMPLURIS, INC.
REGARDING CLASS NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: August 4, 2025
Time: 8:30 a.m.
Department: S36

Complaint Filed: July 26, 2021
Trial Date: None Set

1 **DECLARATION OF LISA PAVLIK**

2 I, Lisa Pavlik, hereby declare:

3 1. I am employed as a Manager of Client Services by Simpluris, Inc. (“Simpluris”), the
4 claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop
5 Dr., Costa Mesa, CA 92626. My telephone number is (714) 415-2872. I am over twenty-one years of
6 age and authorized to make this declaration on behalf of Simpluris and myself.

7 2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa,
8 California. It was founded by individuals who have each managed hundreds of settlements, along with
9 professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House
10 Operations, and Call Center Support Management.

11 3. Simpluris was approved by Counsel for Fabian Rivera (“Plaintiff”), and Metro RF
12 Services, Inc. (“Defendant”), (collectively the “Parties”), to provide settlement administration services
13 in the *Fabian Rivera v. Metro RF Services, Inc.* (the “Settlement”). In this capacity, Simpluris was
14 charged with (a) printing, distributing and tracking Class Notices and other documents to the
15 Settlement, (b) calculating and distributing payments due under the Settlement, (c) issuing of 1099 and
16 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, (d) providing
17 necessary reports and declarations and (e) other duties and responsibilities to process the Settlement
18 and as requested by the Parties.

19 **NOTIFICATION TO THE CLASS**

20 4. On or about January 7, 2025, Simpluris received the Court-approved *Notice of Class*
21 *Action Settlement* (hereafter “Class Notice”). The Class Notice advised Class Members of their right to
22 request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks, do
23 nothing, and the implications of each such action. The Class Notice advised Class Members of
24 applicable deadlines and other events, including the Final Approval Hearing, and how Class Members
25 could obtain additional information.

26 5. On or about January 15, 2025, Defendant’s Counsel provided Simpluris a list containing
27 each Class Member’s and PAGA Employee’s full names, last known mailing addresses, Social Security
28 Numbers, dates of employment, number of Workweeks during the Class Period, and Workweeks

1 during the PAGA Period with Defendant (collectively, “Class and PAGA Data List”). The Class and
2 PAGA Data List contained data for two hundred forty (240) individuals. Of the two hundred forty
3 (240) individuals, two hundred forty individuals (240) were identified as Class Members, one hundred
4 fifty-eight (158) individuals were identified as PAGA Members and zero (0) of those identified PAGA
5 Members were identified as solely PAGA Members and not Class Members.

6 6. The Escalator Clause in Paragraph 38 of the Settlement Agreement indicates that
7 Defendant represented that, during the period from January 27, 2017 through June 16, 2022, the Class
8 Members work approximately 15,500 Workweeks and if the total number of Workweeks by Settlement
9 Class Members during the Class Period increases by more than 10% (i.e., exceeds 17,050 Workweeks),
10 Defendant shall increase the Maximum Settlement Amount on a pro-rata basis equal to the percentage
11 increase in the number of Workweeks worked by Settlement Class Members above 10%. The total
12 number of rounded Workweeks for the two hundred forty (240) Class Members was 14,830, which
13 does not exceed the Escalator Clause. Therefore, the Escalator Clause was not triggered, and the
14 Maximum Settlement Amount remains \$450,000.00.

15 7. The mailing addresses contained in the Class List were processed and updated utilizing
16 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
17 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
18 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
19 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate
20 thirty-five (35) updated addresses using NCOA prior to the mailing of the Class Notice.

21 8. On or about January 24, 2025, the Class Notice was mailed to the two hundred forty
22 (240) individuals identified as Class Members. The Class Notice was mailed via First Class Mail in
23 English. A copy of the Class Notice is attached hereto as **Exhibit A**.

24 9. A total of eighteen (18) Class Notices were returned to Simpluris. If a Class Member’s
25 Class Notice was returned by the USPS as undeliverable and without a forwarding address, Simpluris
26 performed an advanced address search (i.e., skip trace) on all of these addresses by using Accurint, a
27 reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member’s name and previous
28 address to locate a current address. Through the advanced address searches and utilizing the USPS

forwarding address database, Simpluris was able to locate thirteen (13) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. There are five (5) mailed Class Notices that remain undeliverable.

TOLL-FREE TELEPHONE HELPLINE

10. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. The toll-free telephone number included in the Notice was (888) 369-3780 and was live on January 24, 2025.

REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

11. The deadline for Class Members to submit a Request for Exclusion from the Class Settlement, Notice of Objection to the Class Settlement, or a dispute regarding Workweeks was March 10, 2025 and the re-mailed Class Notice extended deadline was March 25, 2025.

12. As of this date, Simpluris has not received any Requests for Exclusion from the Class Settlement from a Class Member.

13. As of this date, Simpluris has not received any Notices of Objection to the Class Settlement from Class Members.

14. As of this date, Simpluris has not received any disputes regarding Workweeks from Class Members or PAGA Members.

SETTLEMENT CLASS MEMBER AWARDS

15. As of this date, there are two hundred forty (240) Settlement Class Members who will be paid their portion of the Net Settlement Amount. Of the two hundred forty (240) Settlement Class Members, one hundred fifty-eight (158) were identified as PAGA Members who will also be paid Individual PAGA Payments.

16. The Net Settlement Amount of \$217,234.69 available to pay Settlement Class Members was determined by subtracting the Attorneys' Fees (\$157,500.00), Attorneys' Costs (\$13,765.31), Enhancement Award (\$5,000.00), the LWDA PAGA Payment (\$37,500.00), PAGA Member Amount

1 (\$12,500.00), and the Settlement Administration Costs (\$6,500.00) from the Maximum Settlement
2 Amount of \$450,000.00.

3 17. The average estimated Individual Settlement Share is \$905.14, the highest estimated
4 Individual Settlement Share is \$4,157.60, and the lowest estimated Settlement Share is \$12.99.

5 18. As of this date, one hundred fifty-eight (158) were identified as PAGA Members who
6 will be paid their portion of the PAGA Member Amount of \$12,500.00.

7 19. The average estimated Individual PAGA Payment is \$79.11, the highest estimated
8 Individual PAGA Payment is \$225.95, and the lowest estimated Individual PAGA Payment is \$1.32.

9 **ADMINISTRATION COSTS**

10 20. Simpluris' total costs for services in connection with the administration of this
11 Settlement, including fees incurred and anticipated future costs for completion of the administration,
12 are \$6,500.00. Simpluris' work in connection with this matter will continue with posting the Final
13 Judgement online for at least 90 days following entry, calculation of the settlement checks, issuance,
14 and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed the 9th day of July 2025, in Otsego, Minnesota.

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18 

19 LISA PAVLIK
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Fabian Rivera v. Metro R.F. Services, Inc.

Superior Court of California for the County of San Bernardino, Case No. CIVSB2121607

«IMb1ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«Barcode_206657»

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Fabian Rivera ("Plaintiff" or "Class Representative") and Defendant Metro R.F. Services, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Fabian Rivera v. Metro R.F. Services, Inc.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2121607 and *Fabian Rivera v. Metro R.F. Services, Inc.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2123539 (collectively, the "Actions"), which may affect your legal rights. On December 24, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on August 4, 2025, at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California at any time during the Class Release Period.

"Class Member" means a member of the Class.

"Class Release Period" means the time period from January 27, 2017 through March 12, 2023.

"Class Settlement" means the settlement and resolution of all Class Release Claims (described in Section III.D below).

"PAGA Member(s)" means all current and former hourly-paid or non-exempt employees of Defendant who worked in California at any time during the PAGA Release Period.

"PAGA Settlement" means the settlement and resolution of PAGA Released Claims (described in Section III.D below).

"PAGA Release Period" means the period from December 7, 2019 through March 12, 2023.

II. BACKGROUND OF THE ACTION

On June 2, 2021, Plaintiff provided written notice by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("LWDA Notice"). On July 26, 2021, Plaintiff filed a Class Action Complaint for Damages ("Complaint") thereby commencing a putative class action entitled *Fabian Rivera v. Metro R.F. Services, Inc.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2121607 (the "Rivera Class Action") against Defendant.

On August 10, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et. Seq. ("PAGA"), thereby commencing a representative action entitled *Fabian Rivera v. Metro R.F. Services, Inc.*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2123539 (the "*Rivera* PAGA Action," collectively with the *Rivera* Class Action, the "Actions") against Defendant.

Plaintiff alleges a single cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code Section 2698, et seq., on behalf of the State of California with respect to aggrieved employees.

Defendant denies all material allegations set forth in the Actions and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Actions, Class Released Claims, and PAGA Released Claims.

On June 16, 2022, the Parties participated in mediation with the Honorable Patrick J. Walsh (Ret.) (the "Mediator"). With the assistance of the Mediator and his evaluations, the Parties ultimately reached a settlement.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Settlement is the result of an informed and detailed analysis of Defendant's potential liability and total exposure in relation to the costs and risks associated with continued litigation of the Actions. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Fabian Rivera as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.

Joanna Ghosh, Esq.

Helene Mayer, Esq.

Lawyers for Justice, PC

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$157,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) ("Attorneys' Fees and Costs") to Class Counsel; (2) Enhancement Award in an amount not to exceed Five Thousand Dollars (\$5,000.00) to Plaintiff for his services in the Actions; (3) Settlement Administration Costs in an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00) to the Settlement Administrator; and (4) the amount of Fifty Thousand Dollars (\$50,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Allocation"). The PAGA Allocation will be distributed 75% (\$37,500.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$12,500.00) will be distributed to PAGA Members ("PAGA Member Amount").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks worked by Class Members during the Class Release Period, which Defendant will calculate in a manner that credits one (1) Workweek for any period of seven consecutive calendar days, beginning on Sunday at midnight and ending on Saturday at 11:59:59 PM, during which a Class Member began at least one shift ("Workweeks"). The Settlement Administrator has determined

the Workweeks of each Class Member, divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”).

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share (the net payment is referred to as the “Individual Settlement Payment”). The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period. The Settlement Administrator has divided the total number of Workweeks worked by all PAGA Members during the PAGA Release Period to produce a “Weekly PAGA Value” and multiplied by the number of Workweeks attributable to the individual PAGA Member to derive his or her Individual PAGA Payment (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

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

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From January 27, 2017 through March 12, 2023 (i.e., Class Period), you are credited as having worked «MERGED_Class_WW_CALC» Workweeks.

From December 7, 2019 through March 12, 2023 (i.e., PAGA Period), you are credited as having worked «MERGED_PAGA_WW_CALC» Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute that: (1) contains the case name and number of the Action(s) (*Fabian Rivera v. Metro R.F. Services, Inc.*, CIVSB2121607); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contain a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than March 10, 2025**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«MERGED_Class_EstSettAmnt_CALC». The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«MERGED_PAGA_EstSettAmnt_CALC».

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Class Released Claims.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all PAGA Released Claims.

“Class Released Claims” means any and all claims, actions, or cause of action alleged in the Complaint, arising during the Class Release Period, including and not limited to, for failure to properly pay overtime, failure to pay minimum wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, during employment and associated waiting-time penalties, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders (including, inter alia, Wage Order Nos. 1-2001, 4-2001, 5-2001, and 7-2001), and violation of California Business and Professions Code section 17200 et seq. based on the aforementioned.

“PAGA Released Claims” means any and all claims for civil penalties under the Private Attorneys General Act, California Labor Code Section 2698, et seq. that were alleged in the Complaint or that could have been alleged based upon the facts alleged in the Complaint and/or in the LWDA Notice, arising during the PAGA Release Period, for failure to properly pay overtime, failure to pay minimum wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, during employment and associated waiting-time penalties, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses, in Violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders (including, inter alia, Wage Order Nos. 1-2001, 4-2001, 5-2001, and 7-2001).

“Released Parties” means Defendant and each and all of its past and present parents, subsidiaries, affiliates, and divisions, and their shareholders, officers, directors, employees, partners, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Class Released Claims and/or PAGA Released Claims.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$157,500.00) and reimbursement of litigation costs and expenses in an amount of up to Sixteen Thousand Dollars (\$16,000.00) (“Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars (\$5,000.00) (“Enhancement Award”), in recognition of his services in connection with the Actions. The Enhancement Award will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Five Hundred Dollars (\$6,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action(s) (*Fabian Rivera v. Metro R.F. Services, Inc.*, CIVSB2121607); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by fax or mail to the Settlement Administrator, postmarked or faxed by **no later than March 10, 2025** at the following address and/or facsimile number:

Rivera v. Metro R.F. Services
c/o Settlement Administrator – 8266
P.O. Box 26170
Santa Ana, CA 92799
Tel: (888) 369-3780
Fax: (714) 824-8591

If the Court grants final approval of the Settlement, any Class Member who does submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must include: (a) the case name and number of the Action(s) (*Fabian Rivera v. Metro R.F. Services, Inc.*, CIVSB2121607); (b) your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by fax or mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked or faxed **no later than March 10, 2025**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on August 4, 2025, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Actions for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www-sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil/Appeals), clicking "Click here to access the Portal," clicking "Smart Search," and typing in the Court Case Number "CIVSB2121607."

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 369-3780, OR YOU MAY ALSO CONTACT CLASS COUNSEL.