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*Attorneys for Plaintiffs AZUCENA Y. SANCHEZ; and CLASS MEMBERS*

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
ORANGE COUNTY SUPERIOR COURT

AZUCENA Y. SANCHEZ, individual and  
class representative on behalf of herself  
and all other similarly situated non-exempt  
former and current employees,

Plaintiffs,

v.

DTB INVESTMENTS, INC., a California  
Corporation; DANIEL BRADLEY  
BRINDERSON, an individual; and DOES  
1 through 100, inclusive,

Defendants.

Case No: 30-2021-01210888-CU-OE-CXC  
Hon.: Judge Randall J. Sherman  
Dept.: CX105

CLASS ACTION

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

[Filed Concurrently with Supplemental  
Declaration of Shoham Joseph Solouki, Esq.]

Date: May 24, 2024  
Time: 10:00AM  
Dept.: CX105  
Judge: Hon. Randall J. Sherman

Case Filed: October 12, 2021  
FAC Filed: February 16, 2024  
Trial Date: None Set

**[PROPOSED] ORDER**

The Court, having fully considered Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion") and the declarations filed in support thereof, including the Stipulation and Settlement of Class Action and PAGA Claims ("Settlement" and/or "Agreement") attached as Exhibit B to the Supplemental Declaration of Shoham Joseph Solouki, Esq., and the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Class Notice" or "Class Notice Packet") attached as Exhibit A to the Settlement Agreement and also hereto as "Exhibit A," and for good cause appearing, the Court hereby orders as follows:

1. The Court **GRANTS** preliminary approval of the settlement as set forth in the Settlement Agreement, as amended, and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the Final Approval Hearing. For purposes of the settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Settlement Class" defined as follows:

"All current and former non-exempt employees, who did not sign arbitration agreements, who are or were employed by DTB Investments, Inc., Santa Ana Main St Partners LP, 5940 Atlantic Partners LP, Fairview Express Partners LP, 4005 Slauson Partners LP, Whittier Express Partners LP, Maywood Express Partners LP, 1510 Edinger Partners LP, Limpia Partners LP, 1701 Santa Ana Partners LP, Watts Express Partners LP, Firestone Express Partners LP, Compton Express Partners LP, and/or Ropa Partners LP in California at any time from October 12, 2017 through December 31, 2022."

2. For settlement purposes only, the Court designates Plaintiff Azucena Y. Sanchez ("Plaintiff " and/or "Sanchez") as Class Representative for the Settlement Class.

3. For settlement purposes only, the Court appoints Grant Joseph Savoy, Esq. and Shoham J. Solouki, Esq. of Solouki | Savoy, LLP, as Class Counsel.

1 4. The Court appoints ILYM Group, Inc. (“ILYM”) as the Settlement Administrator.  
2 ILYM will administer the class notice as agreed upon in the Settlement. The Settlement  
3 Administrator shall provide the services described in Section 3.03 of the Settlement Agreement,  
4 namely:

- 5 a. Preparing, printing, and mailing the Class Notice to the Class Members;
- 6 b. Keeping track of any objections or requests for exclusion from Class  
7 Members;
- 8 c. performing skip traces and remailing Notices and Individual Settlement  
9 Shares to Class Members;
- 10 d. calculating any and all payroll tax deductions as required by law;
- 11 e. calculating each Class Member’s Individual Settlement Share;
- 12 f. providing weekly status reports to Defendants’ Counsel and Class Counsel,  
13 which is to include updates on any objections or requests for exclusion that  
14 have been received;
- 15 g. providing a due diligence declaration for submission to the Superior Court  
16 prior to the Final Approval hearing;
- 17 h. mailing Individual Settlement Shares to Participating Class Members;
- 18 i. distributing the Attorney Fee Award and Cost Award to Class Counsel;  
19 printing and providing Class Members and Plaintiff with W-2s and 1099  
20 forms as required under this Settlement and applicable law;
- 21 j. providing a due diligence declaration for submission to the Superior Court  
22 upon the completion of the Settlement;
- 23 k. providing any funds remaining in the Qualified Settlement Fund as a result of  
24 uncashed checks to the California State Controller for deposit in the  
25 Unclaimed Property Fund in the name of the employee, and for such other  
26 tasks as the Parties mutually agree; and,
- 27 l. such other tasks as the Parties mutually agree or the Court orders the  
28 Settlement Administrator to perform, including those stated in Section III.B

1 of the Settlement Agreement, as well as responding to questions from Class  
2 Members.

3  
4 5. The Class Notice Packet, substantially in the same form as attached hereto as Exhibit A,  
5 is approved. Class Members shall submit any Requests for Exclusion, Objections, or Disputes  
6 to the Settlement Administrator rather than filing them with the Court. The Settlement  
7 Administrator shall serve counsel with copies of all Requests for Exclusion, Objections, and  
8 Disputes submitted by Class Members. Concurrently with the filing of the motion for final  
9 approval, the Settlement Administrator shall file a declaration authenticating copies of every  
10 Exclusion Form and Objection Form received by it.

11  
12 6. A Final Approval Hearing on the question of whether the proposed Settlement should be  
13 finally approved as fair, reasonable, and adequate as to the members of the Settlement Class is  
14 scheduled in Department CX105 of this Court, located at 751 W. Santa Ana Blvd., Santa Ana,  
15 CA 92701, on October 25, 2024 at 10 A.M. If the hearing of the motion for final approval is  
16 continued to a different date, the Settlement Administrator shall serve notice on every Class  
17 Member who has filed an Objection.

18  
19 7. At the final approval hearing, the Court will consider: (a) whether the Settlement should  
20 be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting  
21 approval of the settlement should be entered; and (c) whether Plaintiff's application for an  
22 award of attorney fees, reimbursement of litigation expenses, and Class Representative Service  
23 Awards should be granted.

24  
25 8. Counsel for the parties shall file memoranda, declarations, or other statements and  
26 materials in support of their request for final approval and an award of attorney's fees and costs  
27 by no later than October 3, 2024.

9. The Court approves, as to form and content, the Class Notice Packet.

10. The Court finds that the forms of Class Notice, and the methods of giving notice to members of the Settlement Class constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

11. The Court further approves the procedures for Class Members to participate in, opt out of, dispute, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

12. The Parties are ordered to carry out the Settlement, to the extent of preliminary approval, according to the terms of the Settlement Agreement.

13. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

14. The Court orders the following Implementation Schedule for further proceedings:

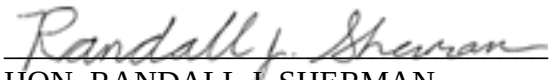
| <u><b>Event</b></u>                                                                                                                         | <u><b>Timing</b></u>                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Last day for Defendants to provide Class Information to Settlement Administrator.                                                           | June 14, 2024<br>(21 days after preliminary approval)                            |
| Last day for Settlement Administrator to mail Notice Packet to Class Members (“Notice Date”).                                               | June 28, 2024<br>(10 business days after receipt of Class Information)           |
| Last day for Class Members to postmark a Request for Exclusion, Objection or Dispute to the Settlement Administrator (“Response Deadline”). | August 12, 2024<br>(45 days after Notice Date, extended by 10 days if re-mailed) |

|                                                                                                                                                                                                    |                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Last day for Settlement Administrator to provide the Parties with a Declaration of Due Diligence, and a list of all Class Members who submitted a valid Request for Exclusion or Written Objection | September 26, 2024<br>(20 Court days prior to deadline to file final approval motion)                           |
| Last day for parties to file motion and supporting documents for final approval of class action settlement.                                                                                        | October 3, 2024<br>(approximately 10 days after Settlement Administrator provides Declaration of Due Diligence) |
| Final Approval Hearing.                                                                                                                                                                            | October 25, 2024 at 10 AM<br>(approximately 30 days after filing of final approval motion)                      |

15. The Final Approval Hearing and related prior deadlines set forth above maybe continued or adjourned by Order of the Court. Counsel or the Settlement Administrator must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

**IT IS SO ORDERED.**

DATED: May 24, 2024

  
HON. RANDALL J. SHERMAN  
Judge of the Superior Court

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**EXHIBIT A**  
**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND**  
**HEARING DATE FOR FINAL COURT APPROVAL**

*Azucena Y. Sanchez v. DTB Investments, Inc., et. al.*  
Orange County Superior Court, Case No. 30-2021-01210888-CU-OE-CXC

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*The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against DTB Investments, Inc. (“DTB”) for alleged wage and hour violations. The Action was filed by a former employee of DTB, Azucena Y. Sanchez (“Plaintiff”) and seeks (1) damages and penalties for a class of hourly employees (“Class Members”) who worked for DTB during the Class Period (October 12, 2017 through December 31, 2022) and who did not sign arbitration agreements; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for DTB, during the PAGA Period (October 12, 2020 through December 31, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring DTB to fund Individual Class Payments, and (2) a PAGA Settlement requiring DTB to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on DTB’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ \_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$ \_\_\_\_\_**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to DTB’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on DTB’s records showing that **you worked \_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for DTB during the Class Period (October 12, 2017 through December 31, 2022) and did not sign an arbitration agreement and/or worked for DTB during the PAGA Period (October 12, 2020 through December 31, 2022), you have the following options under the Settlement:

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                              | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>                         | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. A form Request for Exclusion is included with this notice. It can be completed and mailed to the Settlement Administrator to exclude you from the Class Settlement.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. DTB must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.</b> | All Class Members who do not opt-out ("Participating Class Members") can object to the proposed Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>You Can Appear at the Final Approval Hearing</b>                                                | The Court's Final Approval Hearing is scheduled to take place on []. You don't have to attend but you do have the right to appear in person, by telephone or by using the Court's virtual appearance platform.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

#### **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of DTB. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages on a timely basis, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for unlawful business practices under California's Unfair Competition Law, Calif. Business and Prof. Code §§ 17200 et. seq.) and for civil penalties under the California Private

Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”):

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. DTB will pay \$140,000.00 as the Gross Settlement Amount (Gross Settlement). DTB, has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, DTB will fund the Gross Settlement within 30 days after it receives service of the notice of entry of Judgment by the Court. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$46,666 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000 to Plaintiff as an Enhancement Award for filing the Action, working with Class Counsel and representing the Class. An Enhancement Award will be the only monies

1 Plaintiff will receive from this matter other than Plaintiff's Individual Class Payment and any  
2 Individual PAGA Payment.

3 C. Up to \$6,000 to the Administrator for services administering the Settlement.

4 D. Up to \$8,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and  
5 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA  
6 Period Pay Periods.

7 Participating Class Members have the right to object to any of these deductions. The  
8 Court will consider all objections.

9 3. Net Settlement Distributed to Class Members. After making the above deductions in  
10 amounts approved by the Court, the Administrator will distribute the rest of the Gross  
11 Settlement (the "Net Settlement") by making Individual Class Payments to  
12 Participating Class Members based on their Class Period Workweeks.

13 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court  
14 to approve an allocation of 33 1/3% of each Individual Class Payment to taxable wages  
15 ("Wage Portion") and 66 2/3% to interest and penalties ("Non-Wage Portion"). The Wage  
16 Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual  
17 PAGA Payments are counted as penalties rather than wages for tax purposes. The  
18 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the  
19 Individual Class Payments on IRS 1099 Forms.

20 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving  
21 you any advice on whether your Payments are taxable or how much you might owe in  
22 taxes. You are responsible for paying all taxes (including penalties and interest on back  
23 taxes) on any Payments received from the proposed Settlement. You should consult a tax  
24 advisor if you have any questions about the tax consequences of the proposed Settlement.

25 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual  
26 Class Payments and Individual PAGA Payments will show the date when the check expires  
27 (the void date). If you don't cash it by the void date, your check will be automatically  
28 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property  
Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property,  
you should consult the rules of the Fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible  
the Court will decline to grant Final Approval of the Settlement or decline to enter a  
Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal.  
Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void:  
Defendants will not pay any money and Class Members will not release any claims against  
Defendants.

7. Administrator. The Court has appointed ILYM Group, Inc. (the "Administrator") to send  
this Notice, calculate and make payments, and process Class Members' Requests for

1 Exclusion. The Administrator will also decide Class Member Challenges over Workweeks,  
2 mail and re-mail settlement checks and tax forms, and perform other tasks necessary to  
3 administer the Settlement. The Administrator's contact information is contained in Section 9  
4 of this Notice.

5 8. Participating Class Members' Release. After the Judgment is final and Defendant DTB,  
6 has fully funded the Gross Settlement, Participating Class Members may be barred as a matter  
7 of law from asserting any of the claims released under the Settlement. The Participating Class  
8 Members will be bound by the following release:

9 All Participating Class Members, on behalf of themselves and their respective  
10 former and present representatives, agents, attorneys, heirs, administrators,  
11 successors, and assigns, release Released Parties from all claims under  
12 federal, state or local law, arising out of the fact, claims and theories expressly  
13 pleaded in the First Amended Complaint or any prior Complaints; the facts,  
14 claims or theories expressly raised in Plaintiff's notices to California's Labor  
15 Workforce Development Agency dated July 16, 2021 and April 13, 2022  
16 regarding Defendants, including claims for: (1) failure to provide required  
17 meal periods, (2) failure to provide required rest periods, (3) failure to pay  
18 overtime wages, (4) failure to pay minimum wage, (5) failure to pay timely  
19 wages, (6) failure to pay all wages due to discharged and quitting employees,  
20 (7) failure to maintain required records, (8) failure to furnish accurate,  
21 itemized wage statements, (9) failure to indemnify employees for necessary  
22 expenses incurred in discharge of duties, and (10) unfair and unlawful  
23 business practices in violation of the Unfair Competition Law, Calif. Bus. and  
24 Prof. Code §§ 17200 et. seq. that arose during the Class Period.

25 The Release Parties mean and include Defendants DTB Investments, Inc.,  
26 Daniel Bradley Brinderson, and Santa Ana Main St Partners LP, 5940 Atlantic  
27 Partners LP, Fairview Express Partners LP, 4005 Slauson Partners LP,  
28 Whittier Express Partners LP, Maywood Express Partners LP, 1510 Edinger  
Partners LP, Limpia Partners LP, 1701 Santa Ana Partners LP, Watts Express  
Partners LP, Firestone Express Partners LP, Compton Express Partners LP,  
and Ropa Partners LP, together with their shareholders, officers, directors,  
current and former employees and agents ("Released Parties").

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and  
Defendant DTB, has paid the Gross Settlement, all Aggrieved Employees may be  
barred as a matter of law from asserting PAGA claims against Defendants, whether or  
not they exclude themselves from the Settlement. The Aggrieved Employees' Releases  
for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved  
Employees are deemed to release, on behalf of themselves and their respective  
former and present representatives, agents, attorneys, heirs, administrators,  
successors, and assigns, the Released Parties, from all claims for PAGA  
penalties that were alleged, or reasonably could have been alleged, based  
facts, claims and/or theories stated in the First Amended Complaint and any

prior Complaints, and the LWDA Notices dated July 16, 2021 and April 13, 2022; and which arise at any time during the PAGA Period. These include claims based on alleged Labor Code violations (or arising under applicable IWC Wage Orders) for: (1) failure to provide required meal periods, (2) failure to provide required rest periods, (3) failure to pay overtime wages, (4) failure to maintain required records, (5) failure to furnish accurate, itemized wage statements

#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,000 by the total number of PAGA Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Workweeks worked by each individual Aggrieved Employee.

#### 5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Note. All individuals who qualify as Aggrieved Employees will receive a check, whether or not they are a Participating Class Member.

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

#### 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as **Sanchez v. DTB, et. al.**, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the

request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [insert date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the proposed Settlement. DTB, must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [insert date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website: <https://www.occourts.org/online-services/case-access/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Enhancement Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [insert date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as ***Sanchez v. DTB, et. al*** and include your name, current address, telephone number, and approximate dates of employment for DTB, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object by attending the Final Approval Hearing. You should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert date] in Department CX105 of the Orange County Superior Court, located at 751 W. SANTA ANA BLVD., SANTA ANA, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend either personally or virtually via Zoom. Check the Court's website for the most current information.

1 It's possible the Court will reschedule the Final Approval Hearing. You should contact the  
2 Administrator beforehand or contact Class Counsel to verify the date and time of the Final  
Approval Hearing.

3 **9. HOW CAN I GET MORE INFORMATION?**

4 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the  
5 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other  
6 Settlement documents is to telephone or send an email to Class Counsel or the Administrator  
7 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. 30-2021-01210888-CU-OE-CXC.

8 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**  
9 **ABOUT THE SETTLEMENT.**

|                                                                                                                    |                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Settlement Administrator</b><br>ILYM Group, Inc.<br>Email Address<br>Mailing Address<br>Telephone<br>Fax Number | <u>Class Counsel:</u><br>Shoham J. Solouki, SBN 278538<br>Grant Joseph Savoy, SBN 284077<br>SOLOUKI / SAVOY LLP<br>316 W. 2nd Street, Suite 1200<br>Los Angeles, CA 90012<br>T: (213) 814-4940<br>E: info@soloukisavoy.com |
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**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE **RESPONSE DEADLINE** ADDRESSED AS FOLLOWS:**

**DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.**

I WISH TO BE EXCLUDED AS A CLASS MEMBER IN THE AZUCENA Y. SANCHEZ V. DTB INVESTMENTS, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED AS A CLASS MEMBER, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I WILL STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) AS DESCRIBED IN THE ACCOMPANYING COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL.

Telephone Number

Signature