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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KEIANNA DESHAZOR, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

VICTOR COMMUNITY SUPPORT
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2121551

Honorable Joseph T. Ortiz
Department S17

CLASS ACTION

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

Date: June 12, 2024
Time: 1:30 p.m.
Department: S17

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

1 This matter has come before the Honorable Joseph T. Ortiz in Department S17 of the
2 Superior Court of the State of California, for the County of San Bernardino, on June 12, 2024 at
3 1:30 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appear as counsel for Plaintiffs Keianna Deshazor and Jasmine Alfaro (together,
5 "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees and Messner Reeves LLP appear as counsel for Defendant Victor Community Support
7 Services, Inc., ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

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

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

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

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Litigation Costs, Enhancement Payments, PAGA Penalties, Administration
3 Costs, and payments to the Settlement Class Members and PAGA Group Members provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and PAGA Group Members are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

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

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

22 All current and former hourly-paid or non-exempt employees who worked for
23 Defendant within the State of California at any time during the period from July 26,
24 2017 through February 4, 2023.

25 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Yasmin
26 Hosseini of Lawyers *for* Justice, PC as counsel for the Class (together, "Class Counsel").

27 8. The Court provisionally appoints Plaintiffs Keianna Deshazor and Jasmine Alfaro
28 the representatives of the Class ("Class Representatives").

 9. The Court provisionally appoints ILYM Group, Inc., ("ILYM") to handle the

administration of the Settlement (“Settlement Administrator”).

10. Not later than twenty-one (21) days after preliminary approval, Defendant will provide the Settlement Administrator with the following information about each Class Member: full name, last known mailing address, Social Security Number, dates worked for Defendant during the Class Period (collectively, “Class List”) in conformity with the Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set forth in the Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an opt out request, of Class Members’ and/or PAGA Group Members’ right to dispute the Workweeks credited to each of them, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order, and that all other dates set forth in the Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within ten (10) calendar days after receiving the Class List, pursuant to the terms set forth in the Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Agreement, for seeking exclusion from the Class Settlement. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, a signed written Request for Exclusion, postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by fifteen (15) calendar days from the original deadline. Class Members who submit a valid and timely Request for Exclusion from the Class Settlement shall not receive Individual Settlement Payments or have the right to object, appeal, or comment thereon. Nevertheless, all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during

1 the PAGA Period (“PAGA Group Members”) shall be bound to the PAGA Settlement and will be
2 issued their Individual PAGA Payment, irrespective of whether he or she submitted a timely and
3 valid Request for Exclusion from the Class Settlement. Class Members who do not submit a timely
4 and valid Request for Exclusion from the Class Settlement (i.e., Settlement Class Members) shall be
5 bound by the Settlement Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on
7 _____ at _____ a.m./p.m. in
8 Department S17 of the San Bernardino County Superior Court, located at 247 West Third Street,
9 San Bernardino, California 92415, to determine all necessary matters concerning the Settlement,
10 including: whether the proposed settlement of the action on the terms and conditions provided for in
11 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
12 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
13 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
14 Members and PAGA Group Members; and determine whether to finally approve the requests for the
15 Attorneys’ Fees and Litigation Costs, Enhancement Payments, and Administration Costs.

16 14. Class Counsel shall file a motion for final approval of the Settlement and for
17 Attorneys’ Fees and Litigation Costs, Enhancement Payments, and Administration Costs, along with
18 the appropriate declarations and supporting evidence, including the Settlement Administrator’s
19 declaration, by _____, to be heard
20 at the Final Approval Hearing.

21 15. To object to the Class Settlement, a Settlement Class Members may submit his or
22 her written objection to the Settlement Administrator, by mail, on or before the Response Deadline
23 or appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
24 Approval Hearing. The Notice of Objection must contain the information that is required, as set forth
25 in the Class Notice, including and not limited to the grounds for the objection.

26 16. The Settlement is not a concession or admission, and shall not be used against
27 Defendant as an admission or indication with respect to any claim of any fault or omission by
28 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any

document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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

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

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Joseph T. Ortiz
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Keianna Deshazor v. Victor Community Support Services, Inc.,
Superior Court of California for the County of San Bernardino Case No. CIVSB2121551;
Keianna Deshazor v. Victor Community Support Services, Inc.,
Superior Court of California for the County of San Bernardino Case No. CIVSB2526960;
and
Jasmine Alfaro v. Victor Community Support Services, Inc.,
Superior Court of California for the County of San Bernardino Case No. CIVSB2124627

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive an Individual Settlement Share.

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Keianna Deshazor ("Plaintiff Deshazor") and Plaintiff Jasmine Alfaro ("Plaintiff Alfaro") (together, "Plaintiffs") and Defendant Victor Community Support Services, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Keianna Deshazor v. Victor Community Support Services, Inc.*, San Bernardino Superior Court, Case No. CIVSB2121551 ("Deshazor Class Action"), *Keianna Deshazor v. Victor Community Support Services, Inc.*, San Bernardino Superior Court, Case No. CIVSB2126960 ("Deshazor PAGA Action"), and *Jasmine Alfaro v. Victor Community Support Services, Inc.*, San Bernardino Superior Court, Case No. CIVSB2124627 ("Alfaro Class Action") (together, "Litigation"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Period" means July 26, 2017 through February 4, 2023.

"Class Settlement" means the settlement and release of the Released Class Claims.

"Court" means the San Bernardino Superior Court, Department S17, Judge Joseph T. Ortiz.

"Effective Date" means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's counsel; (2) the Court has given preliminary approval to the Settlement; (3) the class notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a final approval order and judgment; and (5) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's final approval order and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's final approval order and judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

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

“**PAGA Period**” means July 13, 2020 through February 4, 2023.

“**PAGA Settlement**” means the settlement and release of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On July 13, 2021, Plaintiff Deshazor provided written notice by certified mail (“LWDA Letter”) to the California Labor Workforce Development Agency (“LWDA”) of her intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) (“PAGA”) and on the basis for those claims.

On July 26, 2021, Plaintiff Deshazor commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2121551. On August 26, 2021, Plaintiff Alfaro commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2124627. On September 17, 2021, Plaintiff Deshazor filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, in the San Bernardino County Superior Court, Case No. CIVSB2126960.

On [date], the Deshazor Class Action, Deshazor PAGA Action, and Alfaro Class Action were deemed consolidated with the Deshazor Class Action being the lead case.

Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Litigation or that it violated any law.

On September 1, 2022, the Parties participated in an all-day mediation with a respected mediator of complex wage and hour actions. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of preliminary approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [ILYM Group, Inc]. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Keianna Deshazor and Jasmine Alfaro as the representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
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 do not need to take any action to receive an Individual Settlement Share, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Share), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

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 the Defendant that the claims in the Litigation have merit or that the Defendant has any liability to Plaintiffs, Class Members, or PAGA Group Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is

fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Group Members. The Court has made no ruling on the merits of the Class Members' claims 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 Maximum Settlement Amount is One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Settlement 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 and Litigation Costs, consisting of attorneys' fees in an amount not to exceed one-third (1/3) of the Maximum Settlement Amount (i.e., \$500,000.00 if the Maximum Settlement Amount remains \$1,500,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each Plaintiff, for a total amount of (\$15,000.00), for their services in the Litigation; (3) PAGA allocation in the amount of Three Hundred and Sixty Thousand Dollars and Zero Cents (\$360,000.00), of which the LWDA will be paid 75% (i.e., \$270,000.00) ("LWDA Payment") and the remaining 25% (i.e., \$90,000.00) to be distributed on a *pro rata* basis to PAGA Group Members based on their respective Workweeks worked during the PAGA Period ("Individual PAGA Payment"); and (4) Administration Costs in an amount estimated to be no more than Twenty Thousand Dollars and Zero Cents (\$20,000.00) to the Settlement Administrator.

Class Members are eligible 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 each Class Member during the Class Period as an hourly-paid or non-exempt employee in California ("Workweeks"), shall be calculated using hire and termination dates (if applicable), calculating the days during the Class Period.

The Net Settlement Amount will be divided by the total number of Workweeks for all Settlement Class Members during the Class Period ("Class Workweek Point Value"). Each Settlement Class Member's individual Workweeks will be multiplied by the Class Workweek Point Value to arrive at his or her Individual Settlement Share (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement ("Settlement Class Members") will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) non-wage penalties, interests, and non-wage damages which will be reported on an IRS Form 1099 (if required). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contribution in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount based on the number of Workweeks worked by the PAGA Group Members during the PAGA Period.

The Employee PAGA Amount will be divided by the total number of Workweeks for all PAGA Group Members during the PAGA Period ("PAGA Workweek Point Value"). Each PAGA Group Member's individual PAGA Workweeks will be multiplied by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment (which is listed in Section III.C below). PAGA Group Members shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to Request for Exclusion from the Class Settlement.

Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099-MISC, if necessary.

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 Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you**

receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e., from July 26, 2017 through February 4, 2023.

According to Defendant's records, you have been credited with [REDACTED] Workweeks during the PAGA Period, i.e., from July 13, 2020 through February 4, 2023.

If you wish to dispute the Workweeks credited to you, you may submit a written dispute ("Workweek Dispute"), to the Settlement Administrator at the address specified in Section IV.B below, by mail, postmarked **no later than [the Response Deadline]**. The Workweek Dispute shall: (a) contain the case name and number of the *Deshazor* Class Action; (b) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; and (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct with any relevant documentation in support thereof attached.

C. Your Estimated Individual Settlement Share and/or 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 during the Class Period and/or PAGA Period.

Under the terms of the Class Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. 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 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$[REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff Keianna Deshazor and PAGA Group Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims under state, federal, or local law, alleged in the Litigation or that could have been alleged based on the factual allegations in the Litigation, arising during the Class Period, including but not limited to claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001, California Business and Professions Code section 17200, et seq., regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California's unfair competition law.

"Released PAGA Claims" means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code section 2698, *et seq.*), arising out of the facts alleged in Plaintiff Keianna Deshazor's LWDA Letter, arising during the PAGA Period, for violations of California Labor Code sections 201, 202, 203, 204, 226(a),

226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001, for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses.

“Released Parties” means Defendant, and its divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related corporations.

E. Attorneys’ Fees and Litigation Costs Payment to Class Counsel

Class Counsel will request and Defendant will not oppose attorneys’ fees in an amount of up to one-third (1/3) of the Maximum Settlement Amount (i.e., an amount of up to \$500,000, if the Maximum Settlement Amount remains \$1,500,000.00) and reimbursement of litigation costs and expenses not to exceed Thirty-Five Thousand Dollars (\$35,000) (collectively, “Attorneys’ Fees and Litigation Costs”), subject to approval by the Court. All Attorneys’ Fees and Litigation Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiffs, Class Members, and PAGA Group Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) (“Enhancement Payments”) each, for a total of \$15,000.00, in recognition of their services in connection with the Litigation. The Enhancement Payments will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and/or Individual PAGA Payments that they are entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated to be no more than Twenty Thousand Dollars and Zero Cents (\$20,000.00) (“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 of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, 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 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 if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be bound to 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. PAGA Group Members may not opt-out of the PAGA Settlement.

As a Class Member and/or PAGA Group Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by sending a written request (“Request for Exclusion”) to the Settlement Administrator.

The Request for Exclusion must: (a) contain the case name and number of the *Deshazor* Class Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of the Social Security Number; (d) clearly state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address below, postmarked **no later than [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion from the Class Settlement will not be issued 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. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Group Members may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement, irrespective 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.

Any Notice of Objection must: (a) contain the case name and number of the *Deshazor* Class Action; (b) contain your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) include the full name, address, and telephone number of any attorney representing you with respect to your objection; (e) include copies of any papers, briefs, or other documents upon which the objection is based; and (f) be mailed to the Settlement Administrator, postmarked on or before the **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S17 of the Superior Court of California for the County of San Bernardino, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA, 92415, on **[date]**, at **[time]**, 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 and Litigation Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to Class Members and PAGA Group Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to. Instructions are provided by the Court at <https://www.sb-court.org/general-information/remote-access>.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records, including the final approval order and judgment, in the Litigation by using the Court Access Portal at <https://cap.sb-court.org/searchor> by visiting the office of the Clerk of the

Court for the Superior Court of California for the County of San Bernardino, San Bernardino Justice Center, 247 West Third Street, San Bernardino, California, 92415, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

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