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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

NOEL MEDINA, individually, and on behalf of
other members of the general public similarly
situated, an on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act; RICARDO LARA,
individually and on behalf of other members of
the general public similarly situated,

Plaintiff,

vs.

NATUREWARE, INC., a California
corporation; EUNAH SHIN, an individual; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01215641-CU-OE-CXC
[Related to Case Nos. 30-2021-01211681-CU-
OE-CXC; 30-2021-01217386-CU-OE-CXC]

*Assigned for all purposes to the Honorable Lon
Hurwitz, Dept. CX103*

**NOTICE OF ENTRY OF ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: August 9, 2021
FAC Filed: June 14, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on January 19, 2024, the Court in the above-entitled action
3 entered an order granting preliminary approval of the Parties' Amended Joint Stipulation of Class
4 Action and PAGA Settlement. A true and correct copy of the order entered by the Court on January
5 19, 2024 is attached hereto as Exhibit 1.

6
7 Dated: January 22, 2024

PARKER & MINNE, LLP

8
9 By:



S. Emi Minne

Attorneys for Plaintiffs

EXHIBIT 1

31416480

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JAN 19 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

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Attorneys for Plaintiffs
NOEL MEDINA and RICARDO LARA

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OE-CXC; 30-2021-01217386-CU-OE-CXC]

*Assigned for all purposes to the Honorable Lon
Hurwitz, Dept. CX103*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: January 12, 2024

Time: 1:30 p.m.

Dept.: CX103

Complaint Filed: August 9, 2021

FAC Filed: June 14, 2022

Trial Date: Not Set

~~PROPOSED~~ ORDER

Plaintiffs Noel Medina and Ricardo Lara's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came regularly for hearing before this Court on January 12, 2024. The Court, having considered Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, memorandum of points and authorities in support thereof, supporting declarations filed therewith, and supplemental briefing thereon; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Amended Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the Supplemental Declaration of S. Emi Minne in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Agreement"), Register of Action No. 127. The Court finds that the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final approval hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

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

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

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

10 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
11 follows:

12 All current and former hourly-paid, non-exempt employees of Defendant Natureware,
13 Inc. who were employed by Defendant Natureware, Inc. in the State of California at any
14 time during the period commencing on August 9, 2017, and ending on March 15, 2023,
and who have not previously entered into an agreement with Defendants to release the
unpaid wage claims alleged in the Action.

15 6. For purposes of settlement only, the Court designates Plaintiffs Noel Medina and
16 Ricardo Lara as the Class Representatives.

17 7. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker
18 Parker & Minne, LLP and Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Yasmin Hosseini of
19 Lawyers for Justice, PC as Class Counsel.

20 8. The Court designates Phoenix Class Action Administration Solutions as the third-party
21 Settlement Administrator.

22 9. The Parties are ordered to implement the Agreement according to the terms of the
23 Agreement.

24 10. Within fourteen (14) calendar days of the date of this Order, Defendants shall provide
25 the Administrator with the Class List consisting of all Class Members' and PAGA-Only Members':
26 (1) full name; (2) last known home address; (3) last known telephone number; (4) social security
27 number; (5) start and end dates of active employment as a non-exempt employee of Defendant
28 Natureware in the State of California; (6) total Workweeks during the Class Period (for Class Members
only); (7) total Workweeks during the PAGA Period (if applicable); and (8) any other information

1 required by the Settlement Administrator in order to effectuate the terms of the Settlement.

2 11. The Court approves, as to form and content, the Notice of Proposed Class Action and
3 PAGA Settlement to be provided to Class Members attached as Exhibit A ("Class Notice") to this
4 Order, the Objection Form attached as Exhibit B to this Order, the Request for Exclusion Form
5 attached as Exhibit C to this Order, and the Notice of Proposed Class Action and PAGA Settlement
6 to be provided to PAGA-Only Members as Exhibit D ("PAGA Notice") to this Order.

7 12. The Court finds that the form of notice to the Class regarding the pendency of the action
8 and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
9 to members of the Class, satisfy the requirements of due process, constitute the best notice practicable
10 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
11 The form and method of giving notice complies fully with the requirements of California Code of
12 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.

13 13. The Court further approves the procedures for Class Members to opt-out of or object
14 to the Agreement, as set forth in the Class Notice and the Agreement. The procedures and requirements
15 for filing objections in connection with the Final Approval hearing are intended to ensure the efficient
16 administration of justice and the orderly presentation of any Class Member's objection to the
17 Agreement, in accordance with the due process rights of all Class Members. Class Members may
18 object the Agreement by either submitting written objections as set forth in the Agreement, or by
19 appearing in person (either personally or through counsel) to object orally at the hearing on Plaintiff's
20 Motion for Final Approval.

21 14. PAGA-Only Members and Class Members who are also PAGA Members cannot opt
22 out of the settlement of the PAGA claims, will be bound by the release of the Released PAGA Claims,
23 and will receive their Individual PAGA Payments.

24 15. The Court approves the procedures for Class Members to dispute the Workweeks
25 credited to them in their Class Notice, as set forth in the Class Notice and the Agreement.

26 16. The Court directs the Administrator to mail the Class Notice to all Class Members and
27 the PAGA Notice to all PAGA-Only Members no later than seven (7) calendar days after receiving
28 the Class and PAGA List from Defendant, in accordance with the terms of the Agreement.

1 17. The Class Notice shall provide sixty (60) calendar days' notice for Class Members to
2 submit disputes, opt-out of, or object to the Agreement. Class Members whose Class Notices are re-
3 mailed shall have the later of the following to submit a Request for Exclusion, written Objection, or
4 Workweek Dispute to the Settlement Administrator: (i) forty-five calendar (45) days after the
5 Settlement Administrator re-mails the Notice; or (ii) fifteen (15) calendar days after the original 60-
6 day Response Deadline ("Extended Response Deadline"). If the Extended Response Deadline falls on
7 a Sunday or Federal holiday, the Extended Response Deadline will be extended to the next day on
8 which the U.S. Postal Service is open.

9 18. The hearing on Plaintiffs' Motion for Final Approval is scheduled in Department
10 CX103 of this Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on may
11 3, 2024, at 1:30 p.m.

12 19. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
13 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
14 granting final approval of the Agreement should be entered; and (c) whether Plaintiffs' application for
15 class representative enhancement payment, settlement administration costs, and Class Counsel's
16 attorneys' fees and costs, should be granted.

17 20. Counsel for the parties shall file memoranda, declarations, or other statements and
18 materials in support of their request for final approval of Plaintiffs' application for enhancement
19 payments, settlement administration costs, and Class Counsel's attorneys' fees and costs, prior to the
20 hearing on Plaintiffs' Motion for Final Approval of Settlement according to the time limits set by the
21 Code of Civil Procedure and the California Rules of Court. The Settlement Administrator shall provide
22 a copy of its invoice with its declaration regarding administration of the Agreement.

23 21. The Court order the following implementation schedule:

Event	Date
Defendant to provide Class List to the Administrator no later than:	January 26, 2024 [14 calendar days following preliminary approval]
Administrator to mail the Class Notice to the Class no later than:	February 2, 2024 [7 calendar days following provision of the Class Data]

Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	April 2, 2024 [60 calendar days after mailing of the Class Notice]
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	April 19, 2024 [14 calendar days prior to Final Approval hearing date]
Hearing on Motion for Final Approval of Settlement	May 3, 2024, at 1:30 p.m., Dept. CX103.

22. In the event final approval of the Agreement is granted at Final Approval Hearing, Class Members will be notified of final judgment by the posting of the Final Approval Order and Judgment on the Settlement Administrator's website.

23. 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 Agreement and this Order, are stayed.

24. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this Order or the terms of the Agreement.

25. The Court shall retain continuing jurisdiction over this Action pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, Rule, 3.769(h).

IT IS SO ORDERED.

DATED:

JAN 19 2024

By: 

JUDGE OF THE SUPERIOR COURT

JUDGE LON F. HURWITZ

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Noel Medina v. Natureware, Inc.

Orange County Superior Court, Case No. 30-2021-01215641-CU-OE-CXC

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION OR ADVERTISEMENT. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

- If you are a current or former non-exempt employee of Natureware, Inc. who was employed by Natureware, Inc. any time between August 9, 2017, to March 15, 2023, you may be eligible to receive compensation from a proposed Class Action and PAGA Settlement.
- The Settlement resolves a class action and PAGA lawsuit brought against Natureware, Inc. (“Defendant”) regarding Defendant’s meal period, rest period, overtime and minimum wage, recordkeeping, and reimbursement policies and practices.
- The proposed Settlement has two main parts: (1) a Class Member Settlement Fund requiring Defendant to pay Individual Class Payments to Class Members; and (2) a PAGA Settlement requiring Defendant to pay civil penalties to PAGA Members and to the California Labor and Workforce Development Agency (“LWDA”).
- The Court still has to decide whether to grant Final Approval the Settlement. Payments will be made after the Court finally approves the Settlement. This decision is currently scheduled to be made at **1:30 p.m. on May 3, 2024**, in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. This date may change without further notice.
- Your legal rights are affected whether you act or do not act. Your rights and choices and explained in this notice. **PLEASE READ THIS NOTICE CAREFULLY.**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by former employees of Natureware, Inc. (“Defendant”) on August 2, 2021, in the Orange County Superior Court, Case No. 30-2021-01215641-CU-OE-CXC (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. What is this a class action and PAGA action?

In a class action, one or more people called the Class Representatives (in this case, Noel Medina and Ricardo Lara, also known as “Plaintiffs”), sue on behalf of people who appear to have similar claims (also known as “Class Members”). In this case, the Class Members are all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from August 9, 2017 through March 15, 2023, and who have not previously entered into an agreement with Defendant to release the unpaid wage claims alleged in the Lawsuit. In a class action one court resolves the issues for all Class Members in one case, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this Lawsuit.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Noel Medina and Ricardo Lara as the Class Representatives, and appointed their attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class ("Class Counsel"). The Class Representatives and Class Counsel think the Settlement is in the best interests of the Class Members and PAGA Members.

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between August 9, 2017 through March 15, 2023, and have not previously entered into an agreement with Defendant to release the unpaid wage claims alleged in the Lawsuit. You are receiving this notice because Defendant's records indicate that you are a Class Member.

In addition, all individuals who were employed by Defendant as a non-exempt or hourly paid employee in the state of California, at any time between July 13, 2020, to March 13, 2023, are considered "PAGA Members". PAGA Members will receive a portion of the PAGA Penalties, even if they previously entered into an agreement with Defendant to release the unpaid wage claims alleged in the Lawsuit.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of \$750,000.00 ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Class Member Settlement Fund" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Class Member Settlement Fund is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys' Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount, or \$262,500.00;
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed \$30,000.00;
- C. **Class Representative Enhancement Payments** in an amount not to exceed \$5,000.00 to each of the Plaintiffs, for a total of \$10,000.00;
- D. **Settlement Administration Costs** which are currently estimated not to exceed \$12,500.00; and
- E. **PAGA Penalties** in the amount of \$75,000.00 for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). 75% of the PAGA Penalties (\$56,250.00) shall be paid to the California Labor & Workforce Development Agency. The remaining 25% of the PAGA Penalties (\$18,750.00) will be distributed to PAGA Members.

Class Members are entitled to receive an Individual Class Payment from the Class Member Settlement Fund, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from August 9, 2017 through March 15, 2023 ("Workweeks"). Your Individual Class Payment will be apportioned as 20% wages, 40% interest and 40% penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Payment from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from July 13, 2020, and ending on March 15, 2023. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

The Settlement provides that Defendant will fund the Gross Settlement Amount over the course of two installment payments. The first installment payment in the amount of \$375,000.00, plus any employer-side payroll taxes, shall be deposited by Defendant into a Qualified Settlement Fund on the later of the following dates: (1) April 24, 2024, or (2) 7 calendar days after the Court grants Final Approval of the Settlement ("First Installment Payment"). The second installment payment in the amount of \$375,000.00 shall be deposited by Defendant into the Qualified Settlement Fund by no later than April 25, 2025.

6. How Much Will I Receive From the Settlement?

According to Defendant's Records you worked:

_____ workweeks during the Class Period (August 9, 2017, through March 15, 2023); and
_____ workweeks during the PAGA Period (July 13, 2020, through March 15, 2023).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$ _____, and your Individual PAGA Payment (if applicable) is estimated to be \$ _____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment 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.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment, and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [RESPONSE DEADLINE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to 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.**

The Settlement Administrator's contact information is listed below:

Settlement Administrator
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

7. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

8. When will I receive my payment?

If you do nothing, you will receive your Individual Class Payment and your Individual PAGA Payment (if eligible) after the Court grants Final Approval of the Settlement. These payments will be issued in one or two payments over the period of approximately one year, as follows:

- If funds from the First Installment Payment are sufficient to fully fund the Class Member Settlement Fund, payments for the full amount of all Individual Class Payments will be mailed to all Participating Class Members approximately 14 days after the Court enters an order granting Final Approval of the Settlement (approximately May of 2024). Any funds remaining from the First Installment Payment *after* Individual Class Payments are fully paid to Participating Class Members will be distributed to pay Individual PAGA Payments to all PAGA Members on the same date. If there are insufficient funds remaining from the First Installment Payment to fully pay Individual PAGA Payments, pro-rated shares of Individual PAGA Payments will be sent to all PAGA Members, and a second payment for any amounts remaining due for Individual PAGA Payments will be mailed after Defendants fund the Second Installment Payment (approximately May of 2025); **OR**
- If funds from the First Installment Payment are insufficient to fully fund the Class Member Settlement Fund, pro-rated shares of Individual Class Payments will be mailed to all Participating Class Members approximately 14 days after the Court enters an order granting Final Approval of the Settlement (approximately May of 2024). A second payment for any amounts remaining due for Individual Class Payments and for the full amount of all Individual PAGA Payments will be mailed after Defendants fund the Second Installment Payment (approximately May of 2025).

In the event it is necessary to issue two separate rounds of payments, the total of the two payments will equal your estimated Individual Class Payment and Individual PAGA Payment listed above.

The Final Approval hearing is currently scheduled for **May 3, 2024**. (See Section 16, below). The payments may be delayed if the Court does not grant Final Approval of the Settlement on **May 3, 2024**, or if the Final Approval hearing is continued or delayed, or if there is an appeal of the order granting Final Approval.

9. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiffs and all Class Members who do not submit a timely request for exclusion shall release the “Released Parties” from the “Released Class Claims” for the Class Period.

The “Released Parties” include Defendant Natureware, Inc. and Eunah Shin, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Class Claims” means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative Complaint in this Action, including the following claims: (i) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 11971. (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite

Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. The Released Class Claims pertain to the period of August 9, 2017, to March 15, 2023.

In addition, All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiffs and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF CLASS CLAIMS

10. How can I not participate in the Settlement?

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Class Member Settlement Fund. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Medina v. Natureware, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.” You may also use the “Request for Exclusion Form” enclosed with this Notice.

All requests for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **[RESPONSE DEADLINE]**. You cannot exclude yourself by phone.

Settlement Administrator

[Address]

[Telephone No.

[Fax No.]

[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Class Member Settlement Fund and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims.

11. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

12. If I exclude myself, can I get money from the Settlement?

No (except if you worked between July 13, 2020 to March 15, 2023, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$262,500.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [RESPONSE DEADLINE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may use the "Objection Form" enclosed with this Notice to submit your objection. You may also come to the Final Approval Hearing on **May 3, 2024** and make an objection at that time, regardless of whether you submitted a written objection.

15. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). The Final Approval Hearing is currently scheduled to take place at **1:30 p.m. on May 3, 2024**, in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The time and date of this hearing may change, so please contact Class Counsel or the Settlement Administrator prior to the date of the hearing if you plan to attend.

17. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. The link for remote appearances can be found by clicking on the link for Department CX-103 at <https://www.occourts.org/media-relations/aci.html>. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted at <https://www.occourts.org/directory/civil/tentative-rulings/>. Tentative rulings are typically posted the day before the hearing.

18. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at www.occourts.org.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

20. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.occourts.org, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also download copies of the Settlement Agreement by accessing the Court's Case Access Portal at <https://www.occourts.org/online-services/case-access/>, and searching for case number 30-2021-01215641-CU-OE-CXC. If you use the Court's Case Access Portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (Register of Action No. ____).

WHAT IF MY INFORMATION CHANGES?

21. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK
OF THE COURT OR THE JUDGE**

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

Medina, et al. v. Natureware, Inc.

Orange County Superior Court, Case No. 30-2021-01215641-CU-OE-CXC

OBJECTION FORM

INSTRUCTIONS: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form. Please state each reason for your objection and any legal support for your objection, and return the completed form to the Administrator via mail, email, or fax at:

Settlement Administrator

Medina v. Natureware

[Insert Address]

[Insert Fax Number]

[Insert Email Address]

THE DEADLINE TO SUBMIT THIS OBJECTION FORM IS [INSERT RESPONSE DEADLINE].

1. CONTACT INFORMATION

Name: _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last 4 Digits of Social Security Number or Employee ID Number: _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Signed: _____

Dated: _____

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

Medina, et al. v. Natureware, Inc.

Orange County Superior Court, Case No. 30-2021-01215641-CU-OE-CXC

REQUEST FOR EXCLUSION FORM

ATTENTION: IF YOU SUBMIT THIS FORM YOU WILL NOT RECEIVE PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. DO NOT USE THIS FORM IF YOU WISH TO PARTICIPATE IN THE PROPOSED CLASS SETTLEMENT.

INSTRUCTIONS: If you do not want to participate in the proposed Class Action Settlement, you may request to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must fully complete, sign, date and return this form to the Administrator via mail, e-mail, or fax at:

Settlement Administrator

Medina v. Natureware

[Insert Address]

[Insert Fax Number]

[Insert Email Address]

If you were employed between July 13, 2020 to March 15, 2023, you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 ("PAGA") claim because the opt-out provision does not apply to this claim. However, you will not receive your share of the Settlement for the Class claims.

THE DEADLINE FOR SUBMITTING THIS FORM IS [RESPONSE DEADLINE]. IF YOU SUBMIT THIS FORM VIA MAIL, IT MUST BE POSTMARKED BY [RESPONSE DEADLINE].

By signing this form, I hereby certify that I wish to be excluded from the proposed Settlement reached in *Medina v. Natureware, Inc.* I understand that I will NOT receive any money from the proposed Settlement, and cannot object to the proposed Settlement at the Final Approval hearing. I understand that if I wish to pursue any claim I may have, I will be responsible for doing so on my own.

Dated: _____

Signed: _____

Print Name: _____

Address: _____

Home Telephone Number: _____

Last 4 Digits of Social Security Number or Employee
ID Number: _____

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Noel Medina v. Natureware, Inc.

Orange County Superior Court, Case No. 30-2021-01215641-CU-OE-CXC

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION OR ADVERTISEMENT. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

- If you are a current or former non-exempt employee of Natureware, Inc. who was employed by Natureware, Inc. any time between July 13, 2020, to March 15, 2023, you may be eligible to receive compensation from a proposed Class Action and PAGA Settlement.
- The Settlement resolves a class action and PAGA lawsuit brought against Natureware, Inc. (“Defendant”) regarding Defendant’s meal period, rest period, overtime and minimum wage, recordkeeping, and reimbursement policies and practices.
- The proposed Settlement has two main parts: (1) a Class Member Settlement Fund requiring Defendant to pay Individual Class Payments to Class Members; and (2) a PAGA Settlement requiring Defendant to pay civil penalties to PAGA Members and to the California Labor and Workforce Development Agency (“LWDA”).
- The Court still has to decide whether to grant Final Approval the Settlement. Payments will be made after the Court finally approves the Settlement. This decision is currently scheduled to be made **1:30 p.m. on May 3, 2024**, in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. This date may change without further notice.
- Your legal rights are affected whether you act or do not act. Your rights and choices and explained in this notice. **PLEASE READ THIS NOTICE CAREFULLY.**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by former employees of Natureware, Inc. (“Defendant”) on August 2, 2021, in the Orange County Superior Court, Case No. 30-2021-01215641-CU-OE-CXC (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. What is this a class action and PAGA action?

In a class action, one or more people called the Class Representatives (in this case, Noel Medina and Ricardo Lara, also known as “Plaintiffs”), sue on behalf of people who appear to have similar claims (in this case, all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from August 9, 2017 through March 15, 2023, and have not previously entered into an agreement with Defendant to release the unpaid wage claims alleged in the Lawsuit.) All of these individuals are referred to in this notice as “Class Members”. In a class action one court resolves the issues for all Class Members in one case, except for those who exclude themselves from the Class.

In a PAGA action, the plaintiffs seek to recover civil penalties on behalf of the Labor and Workforce Development Agency ("LWDA") and other aggrieved employees (in this case, all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from July 13, 2020, to March 13, 2023.) In this notice, the aggrieved employees are referred to as "PAGA Members".

The Orange County Superior Court is in charge of this Lawsuit.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Noel Medina and Ricardo Lara as the Class Representatives, and appointed their attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class ("Class Counsel"). The Class Representatives and Class Counsel think the Settlement is in the best interests of the Class Members and PAGA Members.

4. How do I know if I am part of the settlement?

Defendant's records indicate that you previously entered into an agreement with Defendant to release the unpaid wage claims alleged in the Lawsuit. As a result, you are not considered a Class Member and are not entitled to receive payment from the Class Member Settlement. However, Defendant's records indicate that you are still considered a "PAGA Member". PAGA Members will receive a portion of the PAGA Penalties, even if they previously entered into an agreement with Defendant to release the unpaid wage claims alleged in the Lawsuit.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of \$750,000.00 ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Class Member Settlement Fund" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Class Member Settlement Fund is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- F. **Attorneys' Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount, or \$262,500.00;
- G. **Litigation Costs/Expenses to Class Counsel** not to exceed \$30,000.00;
- H. **Class Representative Enhancement Payments** in an amount not to exceed \$5,000.00 to each of the Plaintiffs, for a total of \$10,000.00;
- I. **Settlement Administration Costs** which are currently estimated not to exceed \$12,500.00; and
- J. **PAGA Penalties** in the amount of \$75,000.00 for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). 75% of the PAGA Penalties (\$56,250.00) shall be paid to the California Labor & Workforce Development Agency. The remaining 25% of the PAGA Penalties (\$18,750.00) will be distributed to PAGA Members.

Class Members will receive an Individual Class Payment from the Class Member Settlement Fund, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from August 9, 2017 through March 15, 2023. Because you previously signed an agreement to release the unpaid wage claims alleged in the Lawsuit, you are not considered a Class Member and are not entitled to receive payment from the Class Member Settlement Fund.

Although you do not qualify as a Class Member, Defendant's records indicate that you are still considered a PAGA Member. PAGA Members are eligible to receive an Individual PAGA Payment from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from July 13, 2020, and ending on March 15, 2023. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

The Settlement provides that Defendant will fund the Gross Settlement Amount over the course of two installment payments. The first installment payment in the amount of \$375,000.00, plus any employer-side payroll taxes, shall be deposited by Defendant into a Qualified Settlement Fund on the later of the following dates: (1) April 24, 2024, or (2) 7 calendar days after the Court grants Final Approval of the Settlement ("First Installment Payment"). The second installment payment in the amount of \$375,000.00 shall be deposited by Defendant into the Qualified Settlement Fund by no later than April 25, 2025.

6. How Much Will I Receive From the Settlement?

According to Defendant's Records you worked: ____ workweeks during the PAGA Period (July 13, 2020, through March 15, 2023). Based on the number of Workweeks credited to you, your Individual PAGA Payment (if applicable) is estimated to be \$_____.

The settlement approval process may take multiple months. Your Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual PAGA Payment 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.

Your Individual PAGA Payment was determined based on Defendant's records of your employment, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this PAGA Notice was mailed is not correct, or if you move after you receive this PAGA 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.**

The Settlement Administrator's contact information is listed below:

Settlement Administrator
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

7. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

8. When will I receive my payment?

You will receive your Individual PAGA Payment after the Court grants Final Approval of the Settlement. Your Individual PAGA Payment will be issued in one to two payments over the period of approximately one year, as follows:

- Funds from the First Installment Payment will first be used to pay the Individual Class Payments to all Participating Class Members. If there are any funds remaining from the First Installment Payment *after* Individual Class Payments are fully paid to Participating Class Members, those remaining funds will be distributed to pay Individual PAGA Payments to all PAGA Members. The checks for these payments will be mailed approximately 14 days after the Court enters an order granting Final Approval of the Settlement (approximately May of 2024.) If there are insufficient funds remaining from the First Installment payment to fully pay Individual PAGA Payments then pro-rated shares of Individual PAGA Payments will be sent to all PAGA Members, and a second payment for any amounts remaining due for Individual PAGA Payments will be mailed after Defendants fund the Second Installment Payment (approximately May of 2025); **OR**
- If funds from the First Installment Payment are insufficient to fully fund the Class Member Settlement Fund, payments for Individual PAGA Payments will be mailed after Defendants fund the Second Installment Payment (approximately May of 2025).

In the event it is necessary to issue two separate rounds of payments, the total of the two payments will equal your estimated Individual PAGA Payment listed above.

The Final Approval hearing is currently scheduled for **May 3, 2024**. (See Section 16, below). The payments may be delayed if the Court does not grant final approval of the Settlement on **May 3, 2024**, or if the Final Approval hearing is continued or delayed, or if there is an appeal of the order granting Final Approval.

9. What is the legal effect of the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiffs and all PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiffs and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802.

The “Released Parties” include Defendant Natureware, Inc. and Eunah Shin, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

PAGA Members may not opt out of or object to the foregoing release of PAGA claims against the Released Parties.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms’ contact information is:

PARKER & MINNE, LLP
S. Emi Minne

LAWYERS FOR JUSTICE, PC
Edwin Aiwanian

Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$262,500.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

11. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). The Final Approval Hearing is currently scheduled to take place at **1:30 p.m. on May 3, 2024**, in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. The time and date of this hearing may change, so please contact Class Counsel or the Settlement Administrator prior to the date of the hearing if you plan to attend.

12. Do I have to come to the hearing?

No. You are not required to attend the Final Approval Hearing. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. The link for remote appearances can be found by clicking on the link for Department CX-103 at <https://www.occourts.org/media-relations/aci.html>. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted at <https://www.occourts.org/directory/civil/tentative-rulings/>. Tentative rulings are typically posted the day before the hearing.

13. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at www._____.com.

GETTING MORE INFORMATION

14. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www._____.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also download copies of the Settlement Agreement by accessing the Court's Case Access Portal at <https://www.occourts.org/online-services/case-access/>, and searching for case number 0-2021-01215641-CU-OE-CXC. If you use the Court's Case Access Portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (Register of Action No. ____).

WHAT IF MY INFORMATION CHANGES?

15. What if my contact information changes?

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**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK
OF THE COURT OR THE JUDGE**