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Attorneys for Plaintiff

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

YESENIA ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

FRANK-LIN DISTILLERS PRODUCTS,
LTD., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: FCS055208

Honorable Christine A. Carringer
Department 12

CLASS ACTION

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

Date: May 11, 2022
Time: 8:30 a.m.
Department: 12

Complaint Filed: August 13, 2020
Trial Date: None Set

1 This matter has come before the Honorable Christine A. Carringer in Department 12 of the
2 Superior Court of the State of California, for the County of Solano, on May 11, 2022 at 8:30 a.m.
3 for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice,
4 PC appears as counsel for Plaintiff Yesenia Rojas ("Plaintiff"), individually and on behalf of all
5 others similarly situated and other aggrieved employees and Hirschfeld Kraemer LLP appears as
6 counsel for Defendant Frank-Lin Distillers Products, Ltd. ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

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

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

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious, 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 Costs, Class Representative Enhancement Payment, LWDA Payment,
3 Settlement Administration Costs, and payments to the Participating Class Members provided
4 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be
5 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is
6 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
7 made available to the Class Members are fair, adequate, and reasonable when balanced against the
8 probable outcome of further litigation relating to certification, liability, and damages issues.

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

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

21 All current and former California non-exempt hourly employees who were employed
22 by Defendant at any time during the period from August 13, 2016, through the earlier
23 of: (i) September 22, 2021 or (ii) the date upon which the total number of workweeks
equals up to 22,267.3 workweeks.

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

26 8. The Court provisionally appoints Plaintiff Yesenia Rojas as the representative of the
27 Class ("Class Representative").

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1 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Within twenty (20) calendar days of the date of this Order, Defendant will provide
4 the Settlement Administrator with the following information about each Class Member: full name,
5 most recent mailing address and telephone number, Social Security number, dates of employment,
6 the respective number of Workweeks that each Class Member worked during the Class Period, and
7 any other relevant information needed to calculate settlement payments (collectively referred to as
8 the “Class List”), in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
11 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
12 Class Notice appears to fully and accurately inform the Class Members of all material elements of
13 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting a Request
14 for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them, and of
15 each Participating Class Member’s right and opportunity to object to the Settlement by submitting a
16 Notice of Objection. The Court further finds that distribution of the Class Notice substantially in
17 the manner and form set forth in the Settlement Agreement and this Order, and that all other dates
18 set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
19 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
20 Settlement Administrator to mail the Class by First-Class U.S. Mail to all Class Members within ten
21 (10) calendar days after receiving the Class List, pursuant to the terms set forth in the Settlement
22 Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
25 to be excluded from the Settlement by submitting a timely and valid Request for Exclusion in
26 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
27 postmarked on or before the date which is forty-five (45) calendar days from the initial mailing of
28 the Class Notice by the Settlement Administrator (“Response Deadline”). Any such person who

1 timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled
2 to any recovery under the Settlement and will not be bound by the Settlement or have any right to
3 object, appeal, or comment thereon. Class Members who have not submitted a timely and valid
4 Request for Exclusion (i.e., Participating Settlement Member) shall be bound by the Settlement
5 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 12 of the Solano County Superior Court, located at Old Solano Courthouse, 580 Texas
9 Street, Fairfield, California 94533, 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 determine whether to finally approve the requests for the Attorneys' Fees and Costs,
15 Class Representative Enhancement Payment, LWDA Payment, and Settlement Administration
16 Costs.

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

23 15. To object to the Settlement, a Class Member must submit their Notice of Objection
24 to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must
25 be signed and must contain the information that is required, as set forth in the Class Notice, including
26 and not limited to the grounds for the objection.

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1 16. The Settlement is not a concession or admission and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
6 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
7 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
8 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
9 implementation, interpretation, or enforcement of the Settlement.

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

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

19 **IT IS SO ORDERED.**

20
21 Dated: _____

By: _____
The Honorable Christine A. Carringer
Judge of the Superior Court

EXHIBIT 1

[CLASS MEMBER NAME and ADDRESS]

[CLASS MEMBER NAME], PLEASE READ THIS NOTICE CAREFULLY.
IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

*This is **not** a solicitation from a lawyer. A court authorized this notice.*

NOTICE OF CLASS ACTION SETTLEMENT

Yesenia Rojas v. Frank-Lin Distillers Products, Ltd.

Superior Court of The State Of California, County of Solano, Case No. FCS055208

If you are or were employed by Frank-Lin Distillers Products, Ltd. (“Defendant”) in California as a non-exempt, hourly employee at any time during the period from August 13, 2016 through [INSERT DATE] (“Class Period”), you may be entitled to money under a proposed class action Settlement, the proposed Settlement may affect your rights.

You are **not** being sued. A court authorized this notice. This is **not** a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

1. Why did I get this notice?

A class and representative action settlement has been reached between Plaintiff Yesenia Rojas (“Plaintiff”) and Defendant Frank-Lin Distillers Products, Ltd. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Yesenia Rojas v. Frank-Lin Distillers Products, Ltd.*, Solano County Superior Court, Case No. FCS055208 (“Action”), which may affect your legal rights.

On [DATE OF PRELIMINARY APPROVAL], the Court granted preliminary approval of the settlement of the class Action brought on behalf of all individuals who were employed by Defendant in California as non-exempt hourly employees during the Class Period (“Class Member(s)”).

You are receiving this Notice because Defendant’s records show that you are a Class Member.

2. What is this lawsuit about?

On August 13, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Action. On [INSERT DATE], Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement of the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”). Plaintiff alleges that Defendant failed 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, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq., and conduct that gives rise to penalties under California Labor

Code section 2698, et seq. (“PAGA”). Plaintiff seeks, 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 these allegations and contends that it has fully complied with California law at all relevant times.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff’s allegations or Defendant’s defenses.

4. Why did this case settle?

The Parties in the Action disagree as to the probable outcome of the lawsuit with respect to liability and damages if it were not settled. Although Plaintiff believes her claims and that of the Class have merit, Plaintiff recognizes that litigating is a risky proposition, and that she may not prevail on all or some of her claims. Likewise, while Defendant is confident that it has strong defenses to Plaintiff’s claims, it recognizes the risks, distractions, and costs involved with litigation. The Parties attended a full-day face-to-face private mediation (a type of settlement conference) and, recognizing the risks and costs inherent in litigation, reached a proposed settlement of the claims asserted in the lawsuit and have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

The proposed Settlement is the result of good faith, arm’s-length negotiations between the Parties, through their respective attorneys. The Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.

5. What are the terms of the proposed Settlement?

The total gross settlement amount is Eight Hundred Thousand Dollars (\$800,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in the amount of up to thirty eight percent (38%) of the Gross Settlement Amount (i.e., \$304,000.00) and reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) to Class Counsel; (2) Class Representative Enhancement Payment in an amount up to Ten Thousand Dollars (\$10,000.00) to Plaintiff for her services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of One Hundred Twelve Thousand Five Hundred Dollars (\$112,5000.00) for its 75% portion of the PAGA Allocation; and (4) Settlement Administration Costs in an amount estimated not to exceed Six Thousand Dollars (\$6,000.00) to the Settlement Administrator. Note: A total of One Hundred Fifty Thousand Dollars (\$150,000.00) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the LWDA will be paid 75% (i.e., \$112,500.00) and the remaining 25% (i.e., \$37,500.00) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

After these deductions, a Net Settlement Amount of approximately \$337,500.00 will be available for

distribution to the Class Members receiving this notice. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of workweeks a Class Member worked during the Class Period (“Workweeks”). To determine each Class Member’s estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value.

All Individual Settlement Payments will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages and subject to legally required employee tax withholdings, for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will be allocated as non-wage damages, penalties, and interest and not subject to deductions or withholdings, for which IRS Forms 1099-MISC will be issued.

The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Yesenia Rojas as representative of the Class (“Class Representative”), and Plaintiff’s attorneys as counsel for the Class (“Class Counsel”).

- **Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty-eight percent (38%) of the Gross Settlement Amount (i.e., an amount of up to \$304,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- **Class Representative Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Class Representative Enhancement Payment”), in recognition of her services in connection with the Action. The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment that she is entitled to under the Settlement.

- **Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars (\$6,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks disputes, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

6. How many Workweeks have I worked during the Covered Period based on Defendant’s records?

According to Defendant's records, you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of a written letter you send to the Settlement Administrator. The Settlement Administrator will decide the dispute. The written letter must: (i) contain your full name, signature, address, and telephone number; (ii) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (iii) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (iv) be returned to the Settlement Administrator by mail postmarked **on or before [RESPONSE DEADLINE]**.

7. How much is my estimated Individual Settlement Payment?

As explained in Section 5 above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to required deductions for the employee's personal incomes taxes and withholdings from the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take a number of months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

8. What are my rights and options as a Class Member?

PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT	<u>YOU DO NOT NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT.</u> By doing nothing, you <u>WILL</u> receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendant separately regarding certain claims as described below in this Notice.
ASK TO BE EXCLUDED (OPT OUT)	If you timely and validly request in writing to be excluded from the proposed Settlement, you <u>WILL NOT</u> receive a share of the Settlement proceeds (except for your share of the PAGA Payment, if applicable), but you will keep any rights you may have to sue Defendant separately about the same legal claims in this lawsuit. Your written Request for Exclusion letter must be postmarked by [RESPONSE DEADLINE] .
OBJECT	You may object to the Settlement if you did not ask to be excluded from the Settlement. If you timely submit in writing an objection to the Settlement and the Settlement is nonetheless granted final approval, you <u>WILL</u> (i) receive a share of the Settlement proceeds and (ii) release legal claims against Defendant. Your written notice of intent to object must be

	postmarked by [RESPONSE DEADLINE].
DISPUTE YOUR CREDITED WORKWEEKS AND INDIVIDUAL SETTLEMENT PAYMENT	You may dispute Defendant’s records of the number of Workweeks you worked during the Class Period by submitting information to the Settlement Administrator, no later than [RESPONSE DEADLINE]. The Settlement Administrator shall make the final decision based on the information presented by you and Defendant.

9. What do I have to do to receive a share of the proposed Settlement?

Nothing. If you wish to receive a payment under the terms of the proposed Settlement, you do **not** have to do anything. However, it is important that if your address has changed, you give your current mailing address to the Settlement Administrator in order to ensure you receive your Individual Settlement Payment if the proposed Settlement is finally approved. You will be covered by the release summarized in Section 11, below.

Should you choose to participate in the Settlement, your settlement check must be cashed within 180 days from the date of the check. Checks remaining un-cashed for more than 180 days after issuance shall be cancelled and all funds associated with such cancelled checks will be transmitted, pursuant to California Code of Civil Procedure Section 384, to Child Haven, Inc. The Parties each represent that they do not have any affiliation or involvement with the proposed *cy pres* recipient.

10. What rights am I giving up?

As part of the Settlement, upon final judicial approval of the Settlement, you are giving up your individual right to file a lawsuit on the Released Claims in this case. Specifically, except as to such rights or claims as may be created by the Settlement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall be deemed to have fully and forever released and discharged all of the Released Parties, or any of them, from each of the Released Claims arising during the Class Period.

“Released Claims” means all claims, rights, demands, liabilities, and causes of action, that were pled or could have been pled based on the allegations set forth in the Complaints and PAGA Notice, arising during the Class Period, including claims for Frank-Lin’s alleged: (i) failure to pay overtime in violation Labor Code sections 510 and 1198; (ii) failure to provide timely and duty-free meal periods and/or pay meal period premiums under Labor Code sections 226.7 and 512; (iii) failure to provide timely and duty-free rest breaks and/or pay rest break premiums under Labor Code section 226.7; (iv) failure to pay minimum wage in violation of Labor Code sections 1194, 1197, and 1197.1; (v) failure to pay all wages owed upon termination under Labor Code sections 201 and 202, including waiting time penalties; (vi) failure to pay timely wages during employment under Labor Code section 204; (vii) failure to provide accurate wage statements in violation of Labor Code section 226; (viii) failure to keep requisite payroll records in violation of Labor Code section 1174; (ix) failure to reimburse business expenses in violation of Labor Code sections 2800 and 2802; (x) unfair practices under Business and Professions Code

sections 17200 et seq.; and (xi) PAGA and other civil penalties under Labor Code sections 2699, et seq. based on the underlying claims released herein.

“Released Parties” means Frank-Lin, its parents, subsidiaries, affiliated entities, owners, past or present officers, directors, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

11. What if I do not wish to be part of the proposed Settlement?

Anyone not wishing to participate in the proposed Settlement may exclude himself or herself (“opt out”) by completing, signing and mailing a Request for Exclusion letter by [RESPONSE DEADLINE] to the Settlement Administrator at the following address:

Simpluris, Inc.
[Mailing Address]

To be valid and timely, any Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) clearly state that the Class Member does not wish to be included in the Settlement; and (iv) returned to the Settlement Administrator by mail postmarked on or before [RESPONSE DEADLINE].

If your Request for Exclusion is postmarked after [RESPONSE DEADLINE], it will be rejected, and you will be a Class Member and be bound by the Settlement terms.

Anyone who submits a valid and timely Request for Exclusion shall not be deemed a Settlement Class Member and will not receive any payment as part of the proposed Settlement, except for his or her portion of the PAGA Payment, if applicable. Such persons will keep any rights to sue Defendant separately about the claims made in the Action.

12. What if I have an objection?

Any objection to the proposed Settlement ***must be in writing and mailed*** to the Settlement Administrator (identified above) by [RESPONSE DEADLINE] (“Notice of Objection”).

To be valid and timely, any Notice of Objection must: (i) contain the objector’s full name, signature, address, and telephone number, (ii) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) attach copies of any papers, briefs, or other documents upon which the objection is based; (iv) contain a statement whether the objector intends to appear at the final approval hearing; and (v) be returned to the Settlement Administrator by mail postmarked on or before [RESPONSE DEADLINE]. Class Members need not include legal arguments for their written objections to be considered. Class Members may speak at the Final Approval Hearing whether or not they have complied with the above written objection procedures.

Class Members may appear remotely at the Final Approval Hearing to discuss their objections with the Court. Information can be found at:

<https://solano.courts.ca.gov/divisions/civil/general-information/>

13. Do I need a lawyer? Who are the lawyers in this case?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, including to make any objections to the proposed Settlement, you are free to hire one at your own expense. The below are Class Counsel and Defendant's Counsel in this case:

<u>Class Counsel:</u> Edwin Aiwarzian Arby Aiwarzian Joanna Ghosh Lawyers for Justice, PC edwin@calljustice.com arby@calljustice.com joanna@calljustice.com 410 West Arden Avenue, Suite 203 Glendale, CA 91203 Phone: (818) 265-1020 Fax: (818) 265-1021	<u>Defendant's Counsel:</u> Felicia Reid Michelle Freeman Hirschfeld Kraemer LLP freid@hkemploymentlaw.com mfreeman@hkemploymentlaw.com 456 Montgomery Street, Suite 220 San Francisco, CA 94104 Phone (415) 835-9006 Fax: (818) 981-4764
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14. What happens next in the case?

The proposed Settlement has only been preliminarily approved. The Court will hold a Final Approval Hearing in department 12 of the Solano County Superior Court, 580 Texas Street, Fairfield, CA 94533 on **[FINAL HEARING DATE]** at **[FINAL HEARING TIME]** Pacific Time, to consider any objections and determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and grant Class Counsel's request for Attorneys' Fees and Costs, the Settlement Administration Costs to the Settlement Administrator, and the proposed Class Representative Enhancement Payment to Plaintiff.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to. Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities:

<https://solano.courts.ca.gov/>

15. How can I receive more information?

This Notice is a summary of the basic terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, you may review the detailed "Joint Stipulation of Class Action and PAGA Settlement and Release" on file with the Clerk of the Court as well as the pleadings and other records in this litigation at the Office of the Clerk of the Solano County Superior Court, 580 Texas Street, Fairfield, CA 94533. You must make an appointment to view documents at the Office of the Clerk.

Additional information is also available through the Court's online system at http://courtconnect.solano.courts.ca.gov/cconnect/public/ck_public_qry_doct.cp_dktrpt_setup_idx. For further information, you may also call or email Class Counsel (listed above) or the Settlement Administrator (listed above).

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

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