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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

RENE LABRADO, individually, and on
behalf of other members of the general public
similarly situated; AMY PUGH, individually,
and on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

v.

JTH TAX INC. DBA LIBERTY TAX
SERVICE, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: BC715076

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

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

Date: April 14, 2022
Time: 10:00 a.m.
Department: SSC17

Complaint Filed: July 30, 2018
FAC Filed: December 9, 2021
Trial Date: None Set

1 This matter has come before the Honorable Maren E. Nelson in Department SSC17 of the
2 Superior Court of the State of California, for the County of Los Angeles, on April 14, 2022 at 10:00
3 a.m. for Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Rene Labrado and Amy Pugh (“Plaintiffs”), individually
5 and on behalf of all others similarly situated and other aggrieved employees, and Gordon Rees Scully
6 Mansukhani, LLP appears as counsel for Defendant JTH Tax Inc. d/b/a Liberty Tax Service
7 (“Defendant”).

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

11 **IT IS HEREBY ORDERED THAT:**

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

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

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 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, Enhancement Payments, PAGA Allocation, Settlement Administration
3 Costs, and payments to the Settlement Class Members provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
6 and preliminarily finds that the monetary settlement awards made available to the Class Members
7 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
8 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) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
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 Plaintiffs in their individual capacities and as the
18 representatives of the Class.

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

21 All current and former non-exempt employees employed by Defendant within the
22 State of California at any time during the period from July 30, 2014 through August
23 22, 2021.

24 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
25 ("Class Counsel").

26 8. The Court provisionally appoints Plaintiffs Rene Labrado and Amy Pugh as the
27 representatives of the Class ("Class Representatives").

28 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
administration of the Settlement ("Settlement Administrator").

1 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
2 the Settlement Administrator with the following information about each Class Member: last known
3 full name, last known mailing address, Social Security Number, and Workweeks (collectively
4 referred to as the “Class Data and List”) in conformity with the Settlement Agreement.

5 11. The Court approves, both as to form and content, the Notice of Class Action
6 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
7 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
8 Class Notice appears to fully and accurately inform the Class Members of all material elements of
9 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
10 out request, of Class Members’ right to dispute the Workweeks credited to each of them, and of each
11 Settlement Class Member’s right and opportunity to object to the Settlement by submitting an
12 objection to the Settlement Administrator and/or by presenting their objection orally at the Final
13 Approval Hearing. The Court further finds that distribution of the Class Notice substantially in the
14 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
15 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
16 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
17 Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members
18 within fourteen (14) calendar days of receipt of the Class Data and List, pursuant to the terms set
19 forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
22 to be excluded from the Settlement by submitting a timely written opt out request in conformity with
23 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
24 than the date which is forty-five (45) calendar days from the initial mailing of the Class Notice to
25 Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response
26 Deadline will be (15) calendar days from the date of the original forty-five (45) calendar day
27 deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the
28 Settlement will not be entitled to any recovery under the Settlement and will not be bound by the

Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department SSC17 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs.

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

15. To object to the Settlement, a Settlement Class Member may serve the Settlement Administrator with a written Notice of Objection on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members may also present their objection orally at the Final Approval Hearing, whether or not they have submitted a Notice of Objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts

thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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

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

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable MAREN E. NELSON
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rene Labrado, et al. v. JTH Tax Inc. d/b/a Liberty Tax Service, Superior Court of California for the County of Los Angeles, Case No. BC715076

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment.

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Rene Labrado and Amy Pugh (together, "Plaintiffs") and Defendant JTH Tax Inc. d/b/a Liberty Tax Service ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Rene Labrado, et.al. v. JTH Tax Inc. d/b/a Liberty Tax Service*, Superior Court of California for the County of Los Angeles, Case No. BC715076 ("Lawsuit"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 30, 2014 through August 22, 2021.

II. BACKGROUND OF THE LAWSUIT

On July 30, 2018, Rene Labrado commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant JTH Tax Inc. d/b/a Liberty Tax Service in the Los Angeles County Superior Court, Case No. BC715076. On August 2, 2021, Amy Pugh provided written notice by certified mail to the Labor Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that Defendant violated. On November 29, 2021, Plaintiffs filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiffs allege that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has

appointed [REDACTED] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Rene Labrado and Amy Pugh as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million One Hundred Twenty-Five Thousand Dollars (\$1,125,000) (the “Total Settlement Amount”). The portion of the Total 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 Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$393,750) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff Rene Labrado and Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Amy Pugh for their services in the Lawsuit (for a total combined amount not to exceed \$17,500); (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Seventy-Five Thousand Dollars (\$75,000) for its 75% portion of the PAGA Allocation (“LWDA Payment”); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000) to the Settlement Administrator. Note: a total of One Hundred Thousand Dollars (\$100,000) from the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Allocation”), of which the LWDA will be paid 75% and the remaining 25% (i.e., Twenty-Five Thousand Dollars (\$25,000)) will be distributed to Settlement Class Members (i.e., the PAGA Employee Amount).

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) and/or *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of calendar weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), which information will be provided by Defendant to the Settlement Administrator.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Allocation, by the Workweeks of all Settlement Class Members to yield the “PAGA Workweek Value,” and multiplied each Settlement Class Member’s individual Workweeks by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2 and two-thirds (2/3) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.

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

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records, you have been credited with [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must (a) state the case name and number of the Lawsuit (*Rene Labrado, et.al. v. JTH Tax Inc. d/b/a Liberty Tax Service*, Case No. BC715076), (b) be signed by you, (c) state your full name, address, telephone number, and the last four digits of your Social Security Number, (d) state that you dispute the number of Workweeks credited to you and what you contend is the correct number that should be credited to you, (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct, and (f) be returned by mail to the Settlement Administrator at the specified address listed below (Section IV. B), postmarked **on or before [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

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

D. Release of Claims

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

“Released Claims” means any and all claims arising from any of the facts alleged in the Operative Complaint and PAGA Letter, arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to

timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq., and civil penalties pursuant to California Labor Code § 2698, et seq. (“PAGA”), and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code section 201, 202, 203, 204, 226, 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, Industrial Welfare Commission Wage Orders, including and not limited to, Wage Order No. 4-2001, or any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged.

“PAGA Released Claims” means any and all Released Claims arising from any of the facts alleged in the Operative Complaint and PAGA Letter, arising during the Class Period, that may be asserted under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, et seq.

“Released Parties” means Defendant, its present and former parent companies, affiliates, subsidiaries, divisions, successors and assigns, and their respective shareholders, predecessors, insurers, current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their trustees, administrators, fiduciaries, and insurers.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$393,750) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000) to Plaintiff Rene Labrado and Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Amy Pugh (“Enhancement Payments”), in recognition of their services in connection with the Lawsuit. The Enhancement Payments (combined total amount of up to \$17,500) will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and/or Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000) (“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 disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

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

A Request for Exclusion must: (a) state the case name and number of the Lawsuit (*Rene Labrado, et.al. v. JTH Tax Inc. d/b/a Liberty Tax Service*, Case No. BC715076), (b) be signed by you, (c) state your full name, address, telephone number, signature, and the last four digits of your Social Security Number, (d) state that you do not wish to be included in the Settlement, and (e) be returned by mail to the Settlement Administrator, postmarked **on or before the [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement.

C. Object to the Settlement

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

A Notice of Objection must: (a) state the case name and number of the Lawsuit (*Rene Labrado, et.al. v. JTH Tax Inc. d/b/a Liberty Tax Service*, Case No. BC715076), (b) state your name, contain your signature, address, telephone number, and the last four digits of your Social Security number, (c) state all grounds for the objection accompanied by any legal or factual support for such objection, (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **on or before the [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC17 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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 note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find information regarding the Court’s most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>. You may also be able to appear using CourtCall, and more information is available by calling (888) 882-6878 or online at: <https://courtcall.com/schedule/>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Lawsuit for a fee by visiting the civil clerk’s office

during business hours (you must make an appointment prior to visiting the civil clerk's office), located at Stanley Mosk Courthouse, 111 North Hill Street, California, 90012.

You may also obtain information about the case at the following website (<https://www.lacourt.org/casesummary/ui/>). during business hours, or by online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. Please visit the following link for the Court's most current social distancing procedures for accessing court facilities: http://www.lacourt.org/pdf/recovery_social_distancing.pdf.

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

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