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8 **UNITED STATES DISTRICT COURT**
9
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 CRUZ PEREZ JR., individually, and on
12 behalf of other members of the general
13 public similarly situated and on behalf
14 of other aggrieved employees pursuant
to the California Private Attorneys
General Act;

15 Plaintiff,

16 vs.

17 BODYCOTE THERMAL
18 PROCESSING, INC., a Delaware
19 corporation; and DOES 1 through 100,
inclusive,

20 Defendants.

Case No. 2:22-cv-00145-RAO

Honorable Rozella A. Oliver
Courtroom 590

CLASS ACTION

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

Date: January 10, 2024
Time: 10:00 a.m.
Courtroom: 590

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1 This matter has come before the above-entitled Court on Plaintiff Cruz Perez
2 Jr.'s ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement
3 ("Motion"). Having considered the Motion, Memorandum of Points and
4 Authorities in Support Thereof, and declarations submitted in support of the
5 Motion, including the Joint Stipulation of Settlement and Release of Class Action
6 and PAGA Claims ("Settlement," "Agreement," or "Settlement Agreement")
7 entered into by and between Plaintiff and Defendant Bodycote Thermal
8 Processing, Inc. ("Defendant"), and the Notices of Proposed Class Action
9 Settlement and Hearing Date for Court Approval ("Class Notice"), and **GOOD**
10 **CAUSE** appearing, **IT IS ORDERED** that the Motion is **GRANTED**, subject to
11 the following findings and orders:

12 1. This Order incorporates by reference the definitions in the Settlement
13 Agreement, and all terms defined therein shall have the same meaning in this
14 Order as set forth in the Settlement Agreement.

15 2. The Court grants preliminary approval of the Joint Stipulation of
16 Settlement and Release of Class Action and PAGA Claims attached as "**EXHIBIT**
17 **1**" to the Declaration of Selena Matavosian in Support of Plaintiff's Motion for
18 Preliminary Approval of Class Action Settlement. This is based on the Court's
19 determination that the Settlement falls within the range of possible approval as fair,
20 adequate, and reasonable.

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

3 4. The Court preliminarily finds that the Settlement, which provides for
4 a Gross Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars
5 and Zero Cents (\$1,850,000.00), appears to be within the range of reasonableness
6 of a settlement that could ultimately be given final approval by this Court. The
7 Gross Settlement Amount includes all Individual California Settlement Payments,
8 Individual FCRA Settlement Payments, Individual PAGA Settlement Payments,
9 Settlement Administrator Costs, Class Counsel Award, Class Representative
10 Enhancement Payment, and the LWDA Payment. The Court has reviewed the
11 monetary recovery that is being granted as part of the Settlement and preliminarily
12 finds that the contemplated monetary settlement payments to California Class
13 Members, FCRA Class Members, and PAGA Group Members are fair, adequate,
14 and reasonable when balanced against the probable outcome of further litigation
15 relating to certification, manageability, liability, and damages issues.

16 5. For settlement purposes only, the Court hereby conditionally certifies
17 the following Class:

18 All current and former hourly-paid or non-exempt employees who
19 worked for Defendant within the State of California at any time
20 during the California Class Period, whether employed directly by
21 Defendant or indirectly through Temporary Staffing Agencies
22 (“California Class” or “California Class Members”).

23 All individuals in the United States who applied for employment with
24 Defendant and with respect to whom Defendant procured a
25 background check during the FCRA Class Period (“FCRA Class
26 Members”).
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1 California Class Members and FCRA Class Members referred to
2 together regardless of whether persons are members of one or both of
3 the defined classes (“Class” or “Class Members”).

4 6. The Court concludes that, for settlement purposes only, the proposed
5 Class meets the requirements for certification under section 23 of the Federal Rules
6 of Civil Procedure in that: (a) the Class is ascertainable and so numerous that
7 joinder of all members of the Class is impracticable; (b) common questions of law
8 and fact predominate, and there is a well-defined community of interest amongst
9 the members of the Class with respect to the subject matter of the litigation; (c)
10 Plaintiff’s claims are typical of the claims of the members of the Class; (d) Plaintiff
11 will fairly and adequately protect the interests of the members of the Class; (e) a
12 class action is superior to other available methods for the efficient adjudication of
13 the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in
14 his individual capacity and as the representative of the Class.

15 7. The Court finds that, for settlement purposes only, Plaintiff Cruz
16 Perez Jr. is a suitable representative for the Class and hereby preliminarily appoints
17 him as representative for the Class conditionally certified by this Order.

18 8. For settlement purposes only, the Court hereby appoints Arby
19 Aiwazian, Joanna Ghosh, Vartan Madoyan, and Selena Matavosian of Lawyers *for*
20 Justice, PC (“Class Counsel”) as counsel for the Class, pursuant to Federal Rules
21 of Civil Procedure 23(g). The Court finds that Class Counsel has demonstrable
22 experience litigating, certifying, and settling class actions, and will serve as
23 adequate counsel for the Class conditionally certified by this Order. Class Counsel
24 is authorized to act on behalf of Class Members with respect to all acts or consents
25 required by, or which may be given pursuant to, the Settlement, and such other acts
26 reasonably necessary to consummate the Settlement. Any Class Member may
27 enter an appearance through counsel of such individual’s own choosing and at such
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1 individual's own expense. Any Class Member who does not enter an appearance
2 or appear on his or her own will be represented by Class Counsel.

3 9. The Court hereby appoints Simpluris, Inc. as the Settlement
4 Administrator to administer the Settlement pursuant to the terms of the Settlement
5 Agreement.

6 10. Pursuant to California Labor Code section 2699(l), the Court has
7 reviewed and hereby approves the sum of Two Hundred Seventy-Seven Thousand
8 Five Hundred Dollars and Zero Cents (\$277,500.00) of the Gross Settlement
9 Amount to be allocated to civil penalties for resolution of the claim pursuant to the
10 Private Attorneys General Act ("PAGA Settlement Amount"). The Court approves
11 payment of seventy-five percent (75%) of the PAGA Settlement Amount, or Two
12 Hundred Eight Thousand One Hundred Twenty-Five Dollars and Zero Cents
13 (\$208,125.00), to the Labor and Workforce Development Agency ("LWDA
14 Payment") and payment of twenty-five percent (25%) of the PAGA Settlement
15 Amount, or Sixty-Nine Thousand Three Hundred Seventy-Five Dollars and Zero
16 Cents (\$69,375.00) to all current and former hourly-paid or non-exempt employees
17 who worked for Defendant in California at any time during the PAGA Period,
18 whether employed directly by Defendant or indirectly through Temporary Staffing
19 Agencies ("PAGA Group Members").

20 11. The Court hereby approves, as to form and content, the Notice of
21 Pendency of Class Action Settlement and Hearing Date for Court Approval ("Class
22 Notice") attached hereto as "**EXHIBIT 1**" (for Class Members who are only
23 California Class Members), "**EXHIBIT 2**" (for Class Members who are only FCRA
24 Class Members), and "**EXHIBIT 3**" (for Class Members who are both California
25 Class Members and FCRA Class Members), respectively, for distribution to the
26 Class Members. The Class Notice shall be provided to Class Members in the
27 manner set forth in the Settlement Agreement.

1 12. The Court finds that the proposed plan for distribution of the Class
2 Notice substantially in the manner and form as set forth in the Settlement
3 Agreement and this Order meets the requirements of Federal Rule of Civil
4 Procedure 23(e) and due process, is the best notice practicable under the
5 circumstances, and shall constitute due and sufficient notice to all persons entitled
6 thereto. The Court further finds that the Class Notice appears to fully and
7 accurately inform the Class Members of all material elements of the Settlement, of
8 Class Members' right to be excluded from the Class Settlement by submitting an
9 Request for Exclusion, of Class Members' right to dispute the number of
10 Compensable Work Weeks credited to each of them, and of each Settlement Class
11 Member's right and opportunity to object to the California Class Settlement and/or
12 FCRA Class Settlement by sending a written objection to the Settlement
13 Administrator or appear at the Final Approval Hearing with or without submitting
14 a written objection to the California Class Settlement and/or FCRA Class
15 Settlement.

16 13. Within fifteen (15) business days from the date of this Order,
17 Defendant shall provide the Settlement Administrator with the California Class
18 Information and FCRA Class Information, as outlined in the Settlement
19 Agreement. Within fourteen (14) calendar days of receipt of the California Class
20 Information and FCRA Class Information, the Settlement Administrator shall mail
21 copies of the Class Notice to each Class Member via First-Class U.S. Mail to his or
22 her most current, known address with a return postage-paid envelope.

23 14. Upon receipt of the California Class Information and FCRA Class
24 Information, the Settlement Administrator shall perform a search using the
25 National Change of Address Database and update the California Class Information
26 and FCRA Class Information with any known or identifiable address changes.

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1 15. The Court preliminarily approves the proposed procedure for
2 requesting exclusion from the Class Settlement. A Class Member who wishes to
3 request exclusion from or opt out of the California Class Settlement and/or FCRA
4 Class Settlement must do so by submitting a written letter (“Request for
5 Exclusion”) to the Settlement Administrator, by mail, postmarked on or before the
6 date that is forty-five (45) calendar days after the Settlement Administrator mails
7 the Notice of Class Action Settlement to Class Members (“Response Deadline”).
8 The Request for Exclusion must: (a) contain the case name and number of the
9 Action; (b) contain the Class Member’s full name, signature, address, telephone
10 number, and last four (4) digits of their Social Security number; (c) contain a
11 simple statement electing to be excluded from the California Class Settlement
12 and/or FCRA Class Settlement; and (d) be submitted by mail to the Settlement
13 Administrator at the specified address, postmarked on or before the Response
14 Deadline. If the Court grants final approval of the Settlement, any such California
15 Class Member who chooses to be excluded from the California Class Settlement
16 will not be entitled to receive an Individual California Settlement Payment and will
17 not be bound by the California Class Settlement or have any right to object, appeal,
18 or comment thereon. Any FCRA Class Member who requests to be excluded from
19 the FCRA Class Settlement will not be entitled to an Individual FCRA Settlement
20 Payment and will not be bound to the FCRA Class Settlement, or have any right to
21 object, appeal, or comment thereon. PAGA Group Members will still be issued
22 their Individual PAGA Settlement Payment and be bound to the PAGA Settlement,
23 regardless of whether they submit a Request for Exclusion.

24 16. The Court preliminarily approves the proposed procedure for
25 objecting to the California Class Settlement and/or FCRA Class Settlement.
26 Settlement California Class Members who wish to be object the California Class
27 Settlement and Settlement FCRA Class Members who wish to object to the FCRA
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1 Class Settlement may object by submitting a written objection (“Notice of
2 Objection”) to the Settlement Administrator on or before the Response Deadline.
3 A Notice of Objection must: (a) contain the case name and number of the Action;
4 (b) contain the Settlement Class Member’s full name, signature, address, telephone
5 number, and last four (4) digits of Social Security number; (c) contain a written
6 statement of all grounds for the objection accompanied by any legal support for
7 such objection; (d) contain copies of any papers, briefs, or other documents upon
8 which the objection is based; and (e) be submitted by mail to the Settlement
9 Administrator at the specified address, postmarked on or before the Response
10 Deadline.

11 17. A Final Approval Hearing is set before the Honorable Rozella A.
12 Oliver in Courtroom 590 of the United States District Court for the Central District
13 of California, located at the Edward R. Roybal Federal Building and United States
14 Courthouse, 255 East Temple Street, 5th Floor, Los Angeles, California 90012, on
15 _____, 2024, at _____, to
16 determine all necessary matters concerning the Settlement, including: whether the
17 Settlement of the Action on the terms and conditions provided for in the Settlement
18 is fair, adequate, and reasonable, and should be finally approved by the Court;
19 whether a judgment, as provided in the Settlement, should be entered herein;
20 whether the plan of allocation contained in the Settlement should be approved as
21 fair, adequate, and reasonable to the Class Members; and to finally approve the
22 requests and allocations for the Class Representative Enhancement Payment, Class
23 Counsel Award, and Settlement Administrator Costs.

24 18. Class counsel shall file a motion for final approval of the Settlement,
25 along with the appropriate declarations and supporting evidence, including the
26 Settlement Administrator’s declaration, by _____,
27 to be heard at the Final Approval Hearing.

1 19. Class counsel shall file a motion for final approval of the requests for
2 the Class Representative Enhancement Payment and Class Counsel Award, and
3 approval of the Settlement Administrator Costs, along with the appropriate
4 declarations and supporting evidence, by _____,
5 to be heard at the Final Approval Hearing.

6 20. As of the date this Order is signed, all dates and deadlines associated
7 with the Action shall be stayed, other than those contemplated herein and in the
8 Settlement Agreement and pertaining to the administration of the Settlement.

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

13 **IT IS SO ORDERED.**

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15
16 DATE: _____

Honorable Rozella A. Oliver
Judge of the United States District Court

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.
United States District Court for the Central District of California,
Case No. 2:22-CV-00145-RAO

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights may be affected.*

**YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

This Notice is to inform you of a proposed settlement of the alleged class action lawsuit entitled *Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.* (Case No. 2:22-CV-00145-RAO), that is currently pending in the United States District Court for the Central District of California (the “Lawsuit”). The Lawsuit was filed by Plaintiff Cruz Perez Jr. against Bodycote Thermal Processing, Inc. (“Bodycote”) on behalf of the following groups of employees: (1) all current and former hourly-paid or non-exempt employees who worked for Bodycote within the State of California at any time during the period from November 17, 2017 through **[insert date of preliminary approval or date Qualifying Threshold is met]** (“California Class Period”), whether employed directly by Defendant or indirectly through Temporary Staffing Agencies (“California Class Members”); and (2) all individuals in the United States who applied for employment with Bodycote and with respect to whom Bodycote procured a background check during the period from November 17, 2019 through August 31, 2020 (“FCRA Class Period”) (“FCRA Class Members”), referred to together regardless of whether persons are members of one or both of the defined classes (“Class Members”).

You have received this notice because employment records show that you were employed at one of Bodycote’s facilities in California by Bodycote or one of the staffing agencies with whom it contracts in an hourly-paid or non-exempt position during the California Class Period.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a California Class Member for purposes of the Settlement, and that you may be entitled to a payment as a result of the Settlement.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a California Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On November 17, 2021, Plaintiff Cruz Perez Jr., on behalf of himself and all others similarly situated, filed a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV42312, thereby commencing the lawsuit entitled “*Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.*” On January 7, 2022, Bodycote removed the Lawsuit to the United States District Court for the Central District of California (“Court”), Case No. 2:22-CV-00145-RAO. On February 18, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages (“Operative Complaint”) in the Court, in which it added an additional claim for civil penalties under California’s Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”).

This Operative Complaint alleges claims for (1) failure to pay overtime wages (Labor Code sections 510 and 1198); (2) failure to provide meal periods and associated premiums (Labor Code sections 226.7 and 512(a)); (3) failure to provide rest breaks and associated premiums (Labor Code section 226.7); (4) failure to pay minimum wages (Labor Code sections 1194, 1197, and 1197.1); (5) failure to timely pay wages at Termination/Resignation (Labor Code sections 201 and 202); (6) failure to timely pay wages during employment (Labor Code section 204); (7) failure to provide compliant wage statements (Labor Code section 226(a)); (8) failure to keep requisite payroll records (Labor Code section 1174(d)); (9) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (10) violation of California Business and Professions Code (Labor Code section 17200); (11) violation of the Fair Credit Reporting Act (United States Code section 1681b); and (12) representative claims for civil penalties under PAGA based on the above-referenced alleged violations.

Bodycote denies all of the allegations in the Lawsuit, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. There has been no finding in the Lawsuit that Bodycote did anything wrong and, by settling, Bodycote does not admit that it has any liability with respect to Plaintiff’s or any Class Members’ claims.

After years of litigation, Plaintiff and Bodycote entered into a Joint Stipulation of Settlement and Release of Class Action and PAGA Claims (the “Settlement Agreement”) that resolves the claims on behalf of the Class Members.

On [insert date of preliminary approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Cruz Perez Jr. as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”) for settlement purposes only.

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below.

Bodycote will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

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

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 255 East Temple Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Bodycote's records identify you as a California Class Member.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Cruz Perez Jr., who used to work as an employee at Bodycote in California. The Class Representative is pursuing the Lawsuit on behalf of all other similarly situated current and former hourly-paid or non-exempt employees who worked at Bodycote in California. The Defendant is Bodycote.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Selena Matavosian (SBN 348044)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendant

Ruth Zadikany (SBN 260288)
C. Mitchell Hendy (SBN 382036)
MAYER BROWN, LLP
333 South Grand Avenue, 47th Floor
Los Angeles, California 90071-1503
Tel: (213) 229-9500 / Fax: (213) 625-0248

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 33% of the Gross Settlement Amount (i.e., \$610,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$25,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel have been prosecuting the Lawsuit on behalf of the named Plaintiff 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.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Bodycote has agreed to pay **\$1,850,000.00** (the “Gross Settlement Amount”) to resolve the Lawsuit, which amount will be fully funded by Bodycote and includes: (i) Net California Settlement Fund (for payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$45,000.00**, to be approved by the Court; (iii) payment of attorneys’ fees not to exceed **\$610,500.00** and reasonable litigation costs and expenses not to exceed **\$25,000.00** (together “Class Counsel Award”), each to be approved by the Court; (iv) **\$277,500.00** allocated to PAGA penalties (“PAGA Settlement Amount”), of which 75% or \$208,125.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$69,375.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) enhancement payment to the Class Representative in an amount not to exceed **\$5,000.00** (“Class Representative Service Award”), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$11,660.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Enhancement Payment (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **\$875,340.00**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator’s website at <<SETTLEMENT ADMINISTRATOR’S WEBSITE>> and has also been filed with the Clerk of the Court.

Individual California Settlement Payment to Settlement California Class Members:

Each member of the California Class who does not opt out of the California Class Settlement as described in Section XI below (“Settlement California Class Member”) will receive an Individual California Settlement Payment from the Net California Settlement Fund. **Your Individual California Settlement Payment will depend upon the number of workweeks you worked at Bodycote during the California Class Period. The average Individual California Settlement Payment is anticipated to be \$ _____. This is just an estimate of the average payment to California Class Members.** Your payment could be higher or lower depending on various factors including the number of California Class Members who choose to opt out and the number of workweeks you worked at Bodycote.

The calculation of Individual California Settlement Payments is based on data provided by Bodycote and/or any relevant staffing agencies. Such employment records will be determinative with respect to the number of workweeks California Class Members worked.

Individual PAGA Settlement Payment to PAGA Group Members:

Twenty-five percent (25%) of the PAGA Settlement Amount or \$69,375.00 (the “PAGA Group Member Amount”) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Bodycote in California at any time during the period April 4, 2020 through [insert date of preliminary approval or date Qualifying Threshold is met] (“PAGA Period”) (“PAGA Group Members”) on a pro rata basis based on the total number of pay periods worked by each current and former hourly-paid or non-exempt employee of Bodycote in California during the PAGA Period.

Your Compensable Work Weeks and Compensable Pay Periods Based on Bodycote’s Records:

According to Bodycote’s records:

From November 17, 2017 through [insert date of preliminary approval or date Qualifying Threshold is met] (i.e., California Class Period), you were employed by Bodycote as an hourly-paid or non-exempt employee in California either directly or through a staffing agency for [] Compensable Work Weeks.

From April 4, 2020 through [insert date of preliminary approval or date Qualifying Threshold is met] (i.e., PAGA Period), you were employed by Bodycote as a hourly-paid or non-exempt employee in California for [] Compensable Pay Periods.

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Work Weeks credited to you for the California Class Period, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [insert Response Deadline].

Your Estimated Individual California Settlement Payment and Individual PAGA Settlement Payment:

Payments will be made to Settlement California Class Members and PAGA Group Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Work Weeks worked by each Settlement California Class Member during the California Class Period and based on the number of Compensable Pay Periods worked by each PAGA Group Member during the PAGA Period.

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

Under the terms of the Settlement, your Individual PAGA Settlement Payment is estimated to be

\$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual California Settlement Payment and Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual California Settlement Payment and Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Settlement California Class Members and PAGA Group Members will have one hundred and eighty (180) calendar days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Controller's Office of Unclaimed Funds in the name of the individual to whom the check had been addressed. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

"Released California Class Claims" means any and all causes of action, claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and action of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arise out of the same set of operative facts in the initial complaints filed by Plaintiff in the Action, and Plaintiff's Operative Complaint, and that could have been alleged based on the factual allegations contained in such complaint, arising during the California Class Period, including claims for unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime, double-time, and reporting time wages), off-the-clock work, rounding, failure to provide legally-compliant meal periods and to properly provide associated premium pay, failure to authorize and permit legally-compliant rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify/reimburse for necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 7-2001, unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the aforementioned, and all pre- and post-judgment interest, compensatory and statutory compensation, general damages, disgorgement, declaratory relief, statutory damages, accounting of all minimum wages and sums allegedly unlawfully withheld as a result thereof, injunctive relief, restitution, statutory or civil penalties, interest and/or attorneys' fees as a result thereof, and other amounts recoverable under the aforementioned claims, causes of action, or legal theories of relief.

"Released PAGA Claims" means any and all causes of action claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and action of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arising out of the same set of operative facts in the initial complaints filed by Plaintiff in the Action, Plaintiff's Operative Complaint and Plaintiff's PAGA Notice, and all claims that could have been alleged based on the factual allegations contained in such complaints and/or in the PAGA Notice,

arising during the PAGA Period, for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, for claims for unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime, double-time, and reporting time wages), off-the-clock work, rounding, failure to provide legally-compliant meal periods and to properly provide associated premium pay, failure to authorize and permit legally-compliant rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to provide requisite written notice of material terms of employment (including regarding rate of pay, allowances, payday, name of employer, employer's physical address, employer's telephone number, employer's workers' compensation insurance carrier, and accrual and use of sick leave) at the time of hire and during employment, and failure to indemnify/reimburse for necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 7-2001.

"California Class Released Parties" means Bodycote, the Temporary Staffing Agencies, and their past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, joint employers, co-employers and related companies and joint venturers, and all of their respective present or former officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors, and assigns.

"PAGA Released Parties" means Bodycote, the Temporary Staffing Agencies, and their past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, joint employers, co-employers and related companies and joint venturers, and all of their respective present or former officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors, and assigns.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Amount by Bodycote, all Settlement California Class Members and PAGA Group Members shall fully and irrevocably release, acquit, and forever discharge all of the California Class Released Parties of and from the Released California Class Claims and all of the PAGA Released Parties of and from the Released PAGA Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Rozella A. Oliver on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 590 of the United States District Court for the Central District of California, located at the Edward R. Roybal Federal Building and United States Courthouse, 255 East Temple Street, 5th Floor, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a California Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual California Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net California Settlement Fund and from the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all California Class Members who do not request exclusion (Option Two below). Any California Class Member who does not request exclusion may, if the California Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the California Class Settlement, you must submit a written statement requesting to be excluded from the California Class Settlement **postmarked no later than [Response Deadline]** (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the California Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, **postmarked on or before [Response Deadline]**.

If you request exclusion, you will not receive any money from the Net California Settlement Fund, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the California Class Settlement, you may not pursue any recovery under the California Class Settlement. You may, however, pursue other remedies separate and apart from the California Class Settlement that may be available to you.

If you exclude yourself from the California Class Settlement, you will still receive your share of the PAGA Settlement Amount and will still release your Released PAGA Claims.

C. Option Three: You May Object to the Settlement.

If you are a California Class Member, and you do not exclude yourself from the California Class, you may object to the California Class Settlement before final approval of the Settlement by the Court. If you choose to object to the California Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the California Class Settlement, or any portion of it, you must submit any such written objection **postmarked no later than [Response Deadline]**. Settlement California Class Members who wish to object to the California Class Settlement must send to the Settlement Administrator or the Court a written statement objecting to the California Class Settlement (“Notice of Objection”). Such Notice of Objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a

written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, **postmarked on or before [Response Deadline]**.

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Cruz Perez Jr. v. Bodycote Thermal Processing, Inc. Class Settlement
Simpluris, Inc.
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR BODYCOTE.**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may contact Class Counsel at the contact information above, access the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>>, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Central District of California, 255 East Temple Street, Suite TS-134 Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.
United States District Court for the Central District of California,
Case No. 2:22-CV-00145-RAO

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights MAY BE affected.*

**YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

This Notice is to inform you of a proposed settlement of the alleged class action lawsuit entitled *Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.* (Case No. 2:22-CV-00145-RAO), that is currently pending in the United States District Court for the Central District of California (the “Lawsuit”). The Lawsuit was filed by Plaintiff Cruz Perez Jr. against Bodycote Thermal Processing, Inc. (“Bodycote”) on behalf of the following groups of employees: (1) all current and former hourly-paid or non-exempt employees who worked for Bodycote within the State of California at any time during the period from November 17, 2017 through [insert date of preliminary approval or date Qualifying Threshold is met] (“California Class Period”), whether employed directly by Defendant or indirectly through Temporary Staffing Agencies (“California Class Members”); and (2) all individuals in the United States who applied for employment with Bodycote and with respect to whom Bodycote procured a background check during the period from November 17, 2019 through August 31, 2020 (“FCRA Class Period”) (“FCRA Class Members”), referred to together regardless of whether persons are members of one or both of the defined classes (“Class Members”).

You have received this notice because employment records indicate that you applied for employment with Bodycote and Bodycote procured a background check during the FCRA Class Period.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a FCRA Class Member for purposes of the Settlement, and that you may be entitled to a payment as a result of the Settlement.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a FCRA Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On November 17, 2021, Plaintiff Cruz Perez Jr., on behalf of himself and all others similarly situated, filed a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV42312, thereby commencing the lawsuit entitled “*Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.*” On January 7, 2022, Bodycote removed the Lawsuit to the United States District Court for the Central District of California (“Court”), Case No. 2:22-CV-00145-RAO. On February 18, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages (“Operative Complaint”) in the Court, in which it added an additional claim for civil penalties under California’s Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA”).

This Operative Complaint alleges claims for (1) failure to pay overtime wages (Labor Code sections 510 and 1198); (2) failure to provide meal periods and associated premiums (Labor Code sections 226.7 and 512(a)); (3) failure to provide rest breaks and associated premiums (Labor Code section 226.7); (4) failure to pay minimum wages (Labor Code sections 1194, 1197, and 1197.1); (5) failure to timely pay wages at Termination/Resignation (Labor Code sections 201 and 202); (6) failure to timely pay wages during employment (Labor Code section 204); (7) failure to provide compliant wage statements (Labor Code section 226(a)); (8) failure to keep requisite payroll records (Labor Code section 1174(d)); (9) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (10) violation of California Business and Professions Code (Labor Code section 17200); (11) violation of the Fair Credit Reporting Act (United States Code section 1681b); and (12) representative claims for civil penalties under PAGA based on the above-referenced alleged violations.

Bodycote denies all of the allegations in the Lawsuit, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. There has been no finding in the Lawsuit that Bodycote did anything wrong and, by settling, Bodycote does not admit that it has any liability with respect to Plaintiff’s or any Class Members’ claims

After years of litigation, Plaintiff and Bodycote entered into a Joint Stipulation of Settlement and Release of Class Action and PAGA Claims (the “Settlement Agreement”) that resolves the claims on behalf of the Class Members.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Cruz Perez Jr. as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”) for settlement purposes only.

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below.

Bodycote will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

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

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 255 East Temple Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Bodycote's records identify you as a FCRA Class Member.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Cruz Perez Jr., who used to work as an employee at Bodycote in California. The Class Representative is pursuing the Lawsuit on behalf of all individuals in the United States who applied for employment with Bodycote and with respect to whom Bodycote procured a background check during the FCRA Class Period. The Defendant is Bodycote.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Selena Matavosian (SBN 348044)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendant

Ruth Zadikany (SBN 260288)
C. Mitchell Hendy (SBN 382036)
MAYER BROWN, LLP
333 South Grand Avenue, 47th Floor
Los Angeles, California 90071-1503
Tel: (213) 229-9500 / Fax: (213) 625-0248

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 33% of the Gross Settlement Amount (i.e., \$610,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$25,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel have been prosecuting the Lawsuit

on behalf of the named Plaintiff 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.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Bodycote has agreed to pay **\$1,850,000.00** (the “Gross Settlement Amount”) to resolve the Lawsuit, which amount will be fully funded by Bodycote and includes: (i) Net California Settlement Fund (for payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$45,000.00**, to be approved by the Court; (iii) payment of attorneys’ fees not to exceed **\$610,500.00** and reasonable litigation costs and expenses not to exceed **\$25,000.00** (together “Class Counsel Award”), each to be approved by the Court; (iv) **\$277,500.00** allocated to PAGA penalties (“PAGA Settlement Amount”), of which 75% or \$208,125.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$69,375.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) enhancement payment to the Class Representative in an amount not to exceed **\$5,000.00** (“Class Representative Service Award”), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$11,660.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Enhancement Payment (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **\$875,340.00**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator’s website at **<<SETTLEMENT ADMINISTRATOR’S WEBSITE>>** and has also been filed with the Clerk of the Court.

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below (“Settlement FCRA Class Member”) will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or \$11,660.00.

Under the terms of the Settlement, your Individual FCRA Settlement Payment is estimated to be \$**_____** and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual FCRA Settlement Payment reflected in this Notice is only an estimate. Your actual Individual FCRA Settlement Payment may be higher or lower.

Once the settlement checks are mailed, Settlement FCRA Class Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Controller's Office of Unclaimed Funds in the name of the individual to whom the check had been addressed. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

"Released FCRA Class Claims" means any and all causes of action, claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and action of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arising out of the same set of operative facts in the initial complaints filed by Plaintiff in the Action, Plaintiff's Operative Complaint and Plaintiff's PAGA Notice, and that could have been alleged based on the factual allegations contained in such complaint and/or PAGA Notice, arising during the FCRA Class Period, relating to background checks procured by Defendant with respect to individuals who applied for employment with Defendant, including, but not limited to, claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*, and similar state laws, including the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 *et seq.*, the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 *et seq.*, California Business & Professions Code § 17200 *et seq.*, and similar claims under other state laws, including all damages, punitive damages, declaratory relief, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

"FCRA Released Parties" means Bodycote, and its past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, joint employers, co-employers and related companies and joint venturers, and all of their respective present or former officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors, and assigns.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Amount by Bodycote, all Settlement FCRA Class Members shall fully and irrevocably release, acquit, and forever discharge all of the FCRA Released Parties of and from the Released FCRA Class Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Rozella A. Oliver on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 590 of the United States District Court for the Central District of California, located at the Edward R. Roybal Federal Building and United States Courthouse, 255 East Temple Street, 5th Floor, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.**

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a FCRA Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the FCRA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all FCRA Class Members who do not request exclusion (Option Two below). Any FCRA Class Member who does not request exclusion may, if the FCRA Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the FCRA Class Settlement, you must submit a written statement requesting to be excluded from the FCRA Class **postmarked no later than [Response Deadline]** (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, **postmarked on or before [Response Deadline]**.

If you request exclusion, you will not receive any money from the FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the FCRA Class Settlement, you may not pursue any recovery under the FCRA Class Settlement. You may, however, pursue other remedies separate and apart from the FCRA Class Settlement that may be available to you.

C. Option Three: You May Object to the Settlement.

If you are a FCRA Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. If you choose to object to the FCRA Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the FCRA Class Settlement, or any portion of it, you must submit any such written objection **postmarked no later than [Response Deadline]**. Settlement FCRA Class Members who wish to object to the FCRA Class Settlement must send to the Settlement Administrator or the Court a written statement objecting to the FCRA Class Settlement (“Notice of Objection”). A Notice of Objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, **postmarked on or before [Response Deadline]**.

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Cruz Perez Jr. v. Bodycote Thermal Processing, Inc. Class Settlement
Simpluris, Inc.
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR BODYCOTE.**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may contact Class Counsel at the contact information above, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Central District of California, 255 East Temple Street, Suite TS-134 Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL

In the Matter of
Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.
United States District Court for the Central District of California,
Case No. 2:22-CV-00145-RAO

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights may be affected.*

**YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE
SETTLEMENT DESCRIBED IN THIS NOTICE**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

This Notice is to inform you of a proposed settlement of the alleged class action lawsuit entitled *Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.* (Case No. 2:22-CV-00145-RAO), that is currently pending in the United States District Court for the Central District of California (the “Lawsuit”). The Lawsuit was filed by Plaintiff Cruz Perez Jr. against Bodycote Thermal Processing, Inc. (“Bodycote”) on behalf of the following groups of employees: (1) all current and former hourly-paid or non-exempt employees who worked for Bodycote within the State of California at any time during the period from November 17, 2017 through [insert date of preliminary approval or date Qualifying Threshold is met] (“California Class Period”), whether employed directly by Defendant or indirectly through Temporary Staffing Agencies (“California Class Members”); and (2) all individuals in the United States who applied for employment with Bodycote and with respect to whom Bodycote procured a background check during the period from November 17, 2019 through August 31, 2020 (“FCRA Class Period”) (“FCRA Class Members”), referred to together regardless of whether persons are members of one or both of the defined classes (“Class Members”).

You have received this notice because employment records show that you were employed at one of Bodycote’s facilities in California by Bodycote or one of the staffing agencies with whom it contracts in an hourly-paid or non-exempt position during the California Class Period, and you applied for employment with Bodycote and Bodycote procured a background check during the FCRA Class Period.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a California Class Member and FCRA Class Member for purposes of the Settlement, and that you may be entitled to a payment as a result of the Settlement.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On November 17, 2021, Plaintiff Cruz Perez Jr., on behalf of himself and all others similarly situated, filed a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV42312, thereby commencing the action entitled “*Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.*” On January 7, 2022, Defendant Bodycote Thermal removed the action to the United States District Court for the Central District of California (“Court”), Case No. 2:22-CV-00145-RAO (the “Lawsuit”). On February 18, 2022, Plaintiff Cruz Perez Jr. filed a First Amended Class Action Complaint for Damages (“Operative Complaint”) in the Court, thereby adding claims alleged under the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”).

This Operative Complaint alleges claims for (1) failure to pay overtime wages (Labor Code sections 510 and 1198); (2) failure to provide meal periods and associated premiums (Labor Code sections 226.7 and 512(a)); (3) failure to provide rest breaks and associated premiums (Labor Code section 226.7); (4) failure to pay minimum wages (Labor Code sections 1194, 1197, and 1197.1); (5) failure to timely pay wages at Termination/Resignation (Labor Code sections 201 and 202); (6) failure to timely pay wages during employment (Labor Code section 204); (7) failure to provide compliant wage statements (Labor Code section 226(a)); (8) failure to keep requisite payroll records (Labor Code section 1174(d)); (9) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (10) violation of California Business and Professions Code (Labor Code section 17200); (11) violation of the Fair Credit Reporting Act (United States Code section 1681b); and (12) representative claims for civil penalties under PAGA based on the above-referenced alleged violations.

Bodycote denies all of the allegations in the Lawsuit, denies all liability and contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. There has been no finding in the Lawsuit that Bodycote did anything wrong and, by settling, Bodycote does not admit that it has any liability with respect to Plaintiff’s or any Class Members’ claims.

After years of litigation, Plaintiff and Bodycote entered into a Joint Stipulation of Settlement and Release of Class Action and PAGA Claims (the “Settlement Agreement”) that resolves the claims on behalf of the Class Members.

On [insert date of preliminary approval] the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), named Plaintiff Cruz Perez Jr. as a representative of the Class (“Class Representative”), and counsel for Plaintiff, Lawyers for Justice, PC, as counsel for the Class (“Class Counsel”) for settlement purposes only.

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below.

Bodycote will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

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

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 255 East Temple Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Bodycote's records identify you as a member of the California Class and the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Cruz Perez Jr., who used to work as an employee at Bodycote in California. The Class Representative is pursuing the Lawsuit on behalf of all other similarly situated current and former hourly-paid or non-exempt employees who worked at Bodycote in California. The Defendant is Bodycote.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
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Attorneys for Defendant

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C. Mitchell Hendy (SBN 382036)
MAYER BROWN, LLP
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Los Angeles, California 90071-1503
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VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 33% of the Gross Settlement Amount (i.e., \$610,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed \$25,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel have been prosecuting the Lawsuit on behalf of the named Plaintiff 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.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Bodycote has agreed to pay **\$1,850,000.00** (the "Gross Settlement Amount") to resolve the Lawsuit, which amount will be fully funded by Bodycote and includes: (i) Net California Settlement Fund (for payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **\$45,000.00**, to be approved by the Court; (iii) payment of attorneys' fees not to exceed **\$610,500.00** and reasonable litigation costs and expenses not to exceed **\$25,000.00** (together "Class Counsel Award"), each to be approved by the Court; (iv) **\$277,500.00** allocated to PAGA penalties ("PAGA Settlement Amount"), of which 75% or \$208,125.00 will be paid to the California Labor & Workforce Development Agency and 25% or \$69,375.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) enhancement payment to the Class Representative in an amount not to exceed **\$5,000.00** ("Class Representative Service Award"), to be approved by the Court; and (vi) FCRA Settlement Amount of **\$11,660.00** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Enhancement Payment (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **\$875,340.00**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator's website at **<<SETTLEMENT ADMINISTRATOR'S WEBSITE>>** and has also been filed with the Clerk of the Court.

Individual California Settlement Payment to Settlement California Class Members:

Each member of the California Class who does not opt out of the California Class Settlement as described in Section XI below ("Settlement California Class Member") will receive an Individual California Settlement Payment from the Net California Settlement Fund. **Your Individual California Settlement Payment will depend upon the number of workweeks you worked at Bodycote during the California Class Period. The average Individual California Settlement Payment is anticipated to be \$ _____. This is just an estimate of the average payment to California Class Members.** Your

payment could be higher or lower depending on various factors including the number of California Class Members who choose to opt out and the number of workweeks you worked at Bodycote.

The calculation of Individual California Settlement Payments is based on data provided by Bodycote and/or any relevant staffing agencies. Such employment records will be determinative with respect to the number of workweeks California Class Members worked.

Individual PAGA Settlement Payment to PAGA Group Members:

Twenty-five percent (25%) of the PAGA Settlement Amount or \$69,375.00 (the “PAGA Group Member Amount”) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Bodycote in California at any time during the period April 4, 2020 through [insert date of preliminary approval or date Qualifying Threshold is met] (“PAGA Period”) (“PAGA Group Members”) on a pro rata basis based on the total number of pay periods worked by each current and former hourly-paid or non-exempt employee of Bodycote in California during the PAGA Period.

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below (“Settlement FCRA Class Member”) will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or \$11,660.00.

Your Compensable Work Weeks and Compensable Pay Periods Based on Bodycote’s Records:

According Bodycote’s records:

From November 17, 2017 through [insert date of preliminary approval or date Qualifying Threshold is met] (i.e., California Class Period), you were employed by Bodycote as an hourly-paid or non-exempt employee in California either directly or through a staffing agency for [] Compensable Work Weeks.

From April 4, 2020 through [insert date of preliminary approval or date Qualifying Threshold is met] (i.e., PAGA Period), you were employed by Bodycote Thermal as a hourly-paid or non-exempt employee in California for [] Compensable Pay Periods.

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Work Weeks credited to you for the California Class Period, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before [insert Response Deadline].

Your Estimated Individual California Settlement Payment, Estimated Individual FCRA Settlement Payment, and Individual PAGA Settlement Payment:

Payments will be made to Settlement California Class Members and PAGA Group Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Work Weeks worked by each Settlement California Class Member during the California Class Period and based on the number of Compensable Pay Periods worked by each PAGA Group Member during the PAGA Period.

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

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

Payments will be made to Settlement FCRA Class Members based on an equal *pro rata* basis of the FCRA Settlement Amount.

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

Your Individual California Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual California Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Settlement California Class Members, Settlement FCRA Class Members, and PAGA Group Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Controller's Office of Unclaimed Funds in the name of the individual to whom the check had been addressed. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

"Released California Class Claims" means any and all causes of action, claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and action of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arise out of the same set of operative facts in the initial complaints filed by Plaintiff in the Action, and Plaintiff's Operative Complaint, and that could have been alleged based on the factual allegations contained in such complaint, arising during the California Class Period, including claims for unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime, double-time, and reporting time wages), off-the-clock work, rounding,

failure to provide legally-compliant meal periods and to properly provide associated premium pay, failure to authorize and permit legally-compliant rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to indemnify/reimburse for necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 7-2001, unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the aforementioned, and all pre- and post-judgment interest, compensatory and statutory compensation, general damages, disgorgement, declaratory relief, statutory damages, accounting of all minimum wages and sums allegedly unlawfully withheld as a result thereof, injunctive relief, restitution, statutory or civil penalties, interest and/or attorneys' fees as a result thereof, and other amounts recoverable under the aforementioned claims, causes of action, or legal theories of relief.

"Released FCRA Class Claims" means any and all causes of action, claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and action of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arising out of the same set of operative facts in the initial complaints filed by Plaintiff in the Action, Plaintiff's Operative Complaint and Plaintiff's PAGA Notice, and that could have been alleged based on the factual allegations contained in such complaint and/or PAGA Notice, arising during the FCRA Class Period, relating to background checks procured by Defendant with respect to individuals who applied for employment with Defendant, including, but not limited to, claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*, and similar state laws, including the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 *et seq.*, the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 *et seq.*, California Business & Professions Code § 17200 *et seq.*, and similar claims under other state laws, including all damages, punitive damages, declaratory relief, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

"Released PAGA Claims" means any and all causes of action claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and action of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arising out of the same set of operative facts in the initial complaints filed by Plaintiff in the Action, Plaintiff's Operative Complaint and Plaintiff's PAGA Notice, and all claims that could have been alleged based on the factual allegations contained in such complaints and/or in the PAGA Notice, arising during the PAGA Period, for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, for claims for unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime, double-time, and reporting time wages), off-the-clock work, rounding, failure to provide legally-compliant meal periods and to properly provide associated premium pay, failure to authorize and permit legally-compliant rest periods and associated premium pay, failure to pay all wages timely at the time of termination, failure to pay all wages timely during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to provide requisite written notice of material terms of employment (including regarding rate of pay, allowances, payday, name of employer, employer's physical address, employer's telephone number, employer's workers' compensation insurance carrier, and accrual and use of sick leave) at the time of hire and during employment, and failure to indemnify/reimburse for necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558,

1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, and 7-2001.

“California Class Released Parties” means Bodycote, the Temporary Staffing Agencies, and their past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, joint employers, co-employers and related companies and joint venturers, and all of their respective present or former officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors, and assigns.

“FCRA Released Parties” means Bodycote, and its past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, joint employers, co-employers and related companies and joint venturers, and all of their respective present or former officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors, and assigns.

“PAGA Released Parties” means Bodycote, the Temporary Staffing Agencies, and their past, present and future parent companies, subsidiaries, predecessors, successors, affiliates, divisions, joint employers, co-employers and related companies and joint venturers, and all of their respective present or former officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors, and assigns.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Amount by Bodycote, all Settlement California Class Members, Settlement FCRA Class Members, and PAGA Group Members shall fully and irrevocably release, acquit, and forever discharge all of the California Class Released Parties, FCRA Released Parties, and PAGA Released Parties of and from the Released California Class Claims, Released FCRA Class Claims, and Released PAGA Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Rozella A. Oliver on [final approval date], at [time a.m./p.m.], to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 590 of the United States District Court for the Central District of California, located at the Edward R. Roybal Federal Building and United States Courthouse, 255 East Temple Street, 5th Floor, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator’s website at <<SETTLEMENT ADMINSTRATOR’S WEB SITE>>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

- A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual California Settlement Payment and/or Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net California Settlement Fund, the FCRA Settlement Amount, and/or the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the California Class Settlement and/or FCRA Class Settlement, you must submit a written statement requesting to be excluded from the California Class and/or FCRA Class **postmarked no later than [Response Deadline]** (“Request for Exclusion”). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the California Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, **postmarked on or before [Response Deadline]**.

If you request exclusion, you will not receive any money from the Net California Settlement Fund and/or FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the California Class Settlement and/or FCRA Class Settlement, you may not pursue any recovery under the California Class Settlement and/or FCRA Class Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the California Class Settlement and/or FCRA Class Settlement, you will still receive your share of the PAGA Settlement and will still release your Released PAGA Claims.

C. Option Three: You May Object to the Settlement.

If you are a California Class Member, and you do not exclude yourself from the California Class Settlement, you may object to the California Class Settlement, and if you are a FCRA Class Member, and you do not exclude yourself from the FCRA Class Settlement, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. If you choose to object to the California Class Settlement and/or FCRA Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the California Class Settlement and/or FCRA Class Settlement, or any portion of it, you must submit any such written objection **postmarked no later than [Response Deadline]**. Settlement California Class Members who wish to object to the California Class Settlement and/or Settlement FCRA Class Members who wish to object to the FCRA Class Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement (“Notice of Objection”). Such Notice of Objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be

submitted by mail to the Settlement Administrator at the specified address, **postmarked on or before [Response Deadline]**.

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Cruz Perez Jr. v. Bodycote Thermal Processing, Inc. Class Settlement
Simpluris, Inc.
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Cruz Perez Jr. v. Bodycote Thermal Processing, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR BODYCOTE.**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may contact Class Counsel at the contact information above, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Central District of California, 255 East Temple Street, Suite TS-134 Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.