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

11 EDGAR MARISCAL, individually,
12 and on behalf of other members of the
general public similarly situated,

13 Plaintiffs,

14 v.

15 ARIZONA TILE, LLC, an unknown
16 business entity; and DOES 1 through
100, inclusive,

17 Defendants.
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Case No.: 8:20-CV-02071-JLS-KES

Honorable Josephine L. Staton

CLASS ACTION

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

Date: June 17, 2022

Time: 10:30 a.m.

Courtroom: 10A

Complaint Filed: September 15, 2020

FAC Filed: May 28, 2021

Trial Date: None Set

1 This matter has come before the above-entitled Court for Plaintiff Edgar
2 Mariscal's ("Plaintiff's") Motion for Preliminary Approval of Class Action and
3 PAGA Settlement (the "Motion").

4 The Court, having considered the Notice of Motion and Motion, the
5 memorandum of points and authorities annexed to the Motion, the declarations
6 submitted in support of the Motion and the exhibits attached thereto, **HEREBY**
7 **ORDERS AS FOLLOWS:**

8 1. The Court grants preliminary approval of the Joint Stipulation of
9 Class Action and PAGA Settlement and Release of Claims ("Settlement" or
10 "Settlement Agreement"), attached as "Exhibit 1" to the Declaration of Edwin
11 Aiwasian in Support of Motion for Preliminary Approval of Class Action and
12 PAGA Settlement. This is based on the Court's determination that the Settlement
13 falls within the range of possible approval as fair, adequate, and reasonable.

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

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

26 4. The Court preliminarily finds that the Settlement, including the
27 allocations for the Attorneys' Fees and Costs, Class Representative Service Award,
28 Settlement Administrator Costs, payment to the California Labor and Workforce

1 Development Agency (“LWDA”), and payments to Participating Class Members
2 provided thereby, appear to be within the range of reasonableness of a settlement
3 that could ultimately be given final approval by this Court. The Court has
4 reviewed the monetary recovery that is being granted as part of the Settlement and
5 preliminarily finds that the monetary settlement awards which will be distributed to
6 Participating Class Members are fair, adequate, and reasonable when balanced
7 against the probable outcome of further litigation relating to certification, liability
8 and damages issues.

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

20 6. For settlement purposes only, the Court hereby conditionally certifies
21 the following Class:

22 All persons who are employed or have been employed by
23 Arizona Tile, LLC as non-exempt, hourly employees in
24 the State of California from September 15, 2016 to
October 21, 2021.

25 7. The Court finds that Plaintiff Edgar Mariscal is a suitable
26 representative of the Class and hereby appoints him as a representative for the
27 Class Members conditionally certified by this Order.

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1 8. The Court hereby appoints Edwin Aiwazian, Arby Aiwazian, and
2 Joanna Ghosh of Lawyers *for* Justice, PC as counsel for the Class, pursuant to
3 Federal Rule of Civil Procedure 23(g). The Court finds that Class Counsel have
4 demonstrable experience litigating, certifying, and settling class actions, and will
5 serve as adequate counsel for the Class Members conditionally certified by this
6 Order.

7 9. Class Counsel are authorized to act on behalf of Participating Class
8 Members with respect to all acts or consents required by, or which may be given
9 pursuant to, the Settlement, and such other acts reasonably necessary to
10 consummate the Settlement. Any Participating Class Member may enter an
11 appearance through counsel of such individual's own choosing and at such
12 individual's own expense. Any Participating Class Member who does not enter an
13 appearance or appear on his or her own will be represented by Class Counsel.

14 10. The Court hereby appoints Phoenix Class Action Administration
15 Solutions ("Phoenix") as the Settlement Administrator to administer the Settlement
16 pursuant to the terms of the Settlement Agreement.

17 11. The Court hereby approves, both as to form and content, the Notice of
18 Class Action Settlement, attached hereto as "**EXHIBIT A**," for distribution to the
19 Class Members, in accordance with the Settlement Agreement.

20 12. The Court finds that the proposed plan for distribution of the Class
21 Notice substantially in the manner and form as set forth in the Settlement
22 Agreement and this Order, meets the requirements of Federal Rule of Civil
23 Procedure 23(e) and due process, is the best notice practicable under the
24 circumstances, and shall constitute due and sufficient notice to all persons entitled
25 thereto. The Court further finds that the Class Notice appears to fully and
26 accurately inform the Class Members of all material elements of the Settlement
27 and how to seek exclusion from the Settlement or object to the Settlement.

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1 13. Within fourteen (14) calendar days after the Court grants preliminary
2 approval of the Settlement, Defendant Arizona Tile, LLC (“Defendant”) shall
3 provide the Settlement Administrator with the Class Data, as outlined in the
4 Settlement Agreement. Within fourteen (14) calendar days of receipt of the Class
5 Data from Defendant, the Settlement Administrator shall send a Class Notice to
6 each Class Member via First-Class U.S. Mail, at his or her most current, known
7 mailing address.

8 14. The Court preliminarily approves the proposed procedure for
9 Participating Class Members to receive payment of Individual Settlement
10 Payments. Class Members who do not submit a Request for Exclusion from the
11 Settlement will receive a *pro rata* share of the Net Settlement Amount.

12 15. The Court preliminarily approves the proposed procedure for
13 requesting exclusion from the Settlement. A Class Member who wishes to request
14 exclusion from (or “opt out” of) the Settlement must mail a written Request for
15 Exclusion to the Settlement Administrator. The Request for Exclusion must be
16 returned to the Settlement Administrator at the specified address or fax number and
17 must: (1) contain the full name, address, and telephone number of the Class
18 Member requesting exclusion; (2) contain a statement expressing that the Class
19 Member elects to be excluded from the Settlement; (3) be signed by the Class
20 Member; and (4) be postmarked on or before the date that is forty-five (45) days
21 after the Settlement Administrator mails the Class Notice to Class Members
22 (“Response Deadline”). In the event of a re-mailed Class Notice, the Response
23 Deadline will be extended twenty (20) calendar days from the original Response
24 Deadline. Any Participating Class Member who submits a timely and valid
25 Request for Exclusion will not be bound by the terms of the Settlement.

26 16. The Court preliminarily approves the proposed procedure for
27 objecting to the Settlement. Only those Class Members who have not submitted a
28 timely and valid Request for Exclusion (“Participating Class Members”), may

1 object to the Settlement. Any written objection (“Notice of Objection”) must be
2 mailed to the Settlement Administrator on or before the Response Deadline. A
3 Notice of Objection must be signed by the Class Member and state: (1) the full
4 name, present address, and telephone number of the Class Member; (2) the basis
5 for the objection; and (3) if the Class Member intends to appear at the Final
6 Approval Hearing.

7 17. A Final Approval Hearing shall be held before the Honorable
8 Josephine L. Staton in Courtroom 10A of the United States District Court for the
9 Central District of California, at the First Street Courthouse, 350 W. First Street,
10 Los Angeles, California 90012, on _____, at 10:30 a.m.,
11 to determine all necessary matters concerning the Settlement, including: whether
12 the proposed settlement of the action on the terms and conditions provided for in
13 the Settlement is fair, adequate, and reasonable, and should be finally approved by
14 the Court; whether a judgment, as provided in the Settlement, should be entered
15 herein; whether the plan of allocation contained in the Settlement should be
16 approved as fair, adequate, and reasonable to the Class Members; and determine
17 whether to finally approve and award the requests for the Attorneys’ Fees and
18 Costs, Class Representative Service Award, and Settlement Administrator Costs.

19 18. It is further ordered that a motion for final approval of the Settlement
20 be filed and served, along with the appropriate declarations and supporting
21 evidence, including the Settlement Administrator’s declaration, by
22 _____, to be heard at the Final Approval Hearing.

23 19. It is further ordered that a motion for attorneys’ fees and costs be filed
24 and served, along with the appropriate declarations and supporting evidence, by
25 _____, to be heard at the Final Approval Hearing.

26 20. As of the date this Order is signed, all dates and deadlines associated
27 with the action shall be stayed, other than those contemplated herein and in the
28 Settlement Agreement and pertaining to the administration of the Settlement.

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

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

11 **IT IS SO ORDERED.**

12
13 DATE: _____

Honorable Josephine L. Staton
Judge of the United States District Court

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Attorneys for Defendant Arizona Tile, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

EDGAR MARISCAL, individually, and
on behalf of other members of the
general public similarly situated;

Plaintiffs,

vs.

ARIZONA TILE, LLC, an unknown
business entity; and DOES 1 through
100, inclusive,

Defendant.

Case No.: 8:20-cv-02071-JLS-KES

Honorable Josephine L. Staton

**JOINT STIPULATION GRANTING
PLAINTIFF LEAVE TO FILE
SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CAL. LABOR CODE § 2698, ET
SEQ.**

Complaint Filed: September 15, 2020
FAC Filed: May 28, 2021
Trial Date: None Set

1 Plaintiff Edgar Mariscal (“Plaintiff”), individually, and on behalf of other
 2 members of the general public similarly situated, and Defendant Arizona Tile, LLC
 3 (“Defendant”), by and through their counsel of record, hereby stipulate as follows:

4 **WHEREAS**, on September 15, 2020, Plaintiff Edgar Mariscal filed a putative
 5 class action complaint in the Orange County Superior Court, in the case entitled
 6 *Mariscal v. Arizona Tile, LLC*, case no. 30-2020-01160477-CU-OE-CXC (“Action”),
 7 against Defendant for violations of the California Labor Code and the California
 8 Business and Professions Code;

9 **WHEREAS**, on October 26, 2020, Defendant filed its Notice of Removal
 10 removing the Action to the United States District Court, Central District of California
 11 (ECF No. 1);

12 **WHEREAS**, on May 28, 2021, Plaintiff filed a First Amended Class Action
 13 Complaint for Damages (“First Amended Complaint”) adding additional facts (ECF
 14 No. 30);

15 **WHEREAS**, on June 11, 2021, Defendant filed an Answer to the First
 16 Amended Complaint (ECF No. 31);

17 **WHEREAS**, on July 23, 2021, Plaintiff and Defendant (together, the
 18 “Parties”) participated in mediation before Jeffrey Krivis;

19 **WHEREAS**, on July 23, 2021, the Parties reached a settlement on a class and
 20 representative basis, subject to the Court’s preliminary and final approval, that will, if
 21 approved by the Court, resolve the above-captioned action in its entirety
 22 (“Settlement”);

23 **WHEREAS**, on September 8, 2021, Plaintiff submitted a notice to the
 24 California Labor & Workforce Development Agency (“LWDA”), advising the
 25 LWDA and Defendant of his intention to pursue civil penalties under the Private
 26 Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”);

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1 **WHEREAS**, on January 21, 2022, the Parties entered into a Joint Stipulation
2 of Class Action and PAGA Settlement and Release of Claims (the “Settlement
3 Agreement”).

4 **WHEREAS**, the Settlement Agreement provides for the Parties to stipulate to
5 the filing of an amended complaint in the above-captioned action in order to add a
6 cause of action under PAGA and to effectuate the terms of the Settlement (“Second
7 Amended Complaint”); the Court’s approval of the parties’ stipulation to file an
8 amended complaint is a material term of the Settlement Agreement.

9 **IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES**
10 **HERETO, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS:**

11 1. Plaintiff may file a Second Amended Class Action Complaint for Damages
12 and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698,
13 *et seq.*, a copy of which is attached hereto as “**Exhibit A**,” within seven (7) calendar
14 days of the Court’s Order permitting such filing.

15 2. Defendant shall have fourteen (14) calendar days after the date on which
16 the Second Amended Complaint is filed and served to file its Answer to Plaintiff’s
17 Second Amended Complaint.

18 **IT IS SO AGREED.**

19 Dated: January 21, 2022

LAWYERS for JUSTICE, PC

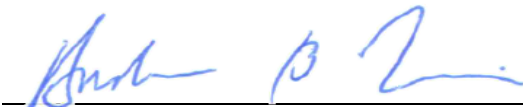
21 By: 

Edwin Aiwezain

Attorneys for Plaintiff Edgar Mariscal

24 Dated: January 21, 2022

**OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART P.C.**

26 By: 

Andrew B. Levin

Attorneys for Defendant Arizona Tile, LLC

EXHIBIT A

[CLASS MEMBER NAME]

EDGAR MARISCAL v. ARIZONA TILE, LLC

**United States District Court for the Central District of California
Case No.: 8:20-cv-02071-JLS-KES**

If you are a current or former employee of ARIZONA TILE, LLC (“Defendant”), a class action lawsuit may affect your rights and you may be entitled to benefits under the proposed settlement.

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

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

- This lawsuit involves a class defined as:

All persons who are employed or have been employed by Arizona Tile, LLC as non-exempt, hourly employees in the State of California during the Class Period.

These individuals are referred to as “Class Members”.

The “Class Period” means the time period from September 15, 2016 to October 21, 2021.

- You are receiving this Notice because the Defendant’s records reflect that you may be a Class Member.
- Plaintiff in this class action alleges claims against Arizona Tile, LLC for failure to properly pay regular, minimum, and overtime wages, failure to provide proper meal periods and to pay meal period premiums, failure to provide proper rest periods and pay rest period premiums, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse business expenses, unfair business practices violation of California Business and Professions Code § 17200 *et seq.*, and civil penalties under the Labor Code Private Attorneys General Act of 2004 based on these alleged violations of the Labor Code and Wage Order.
- Arizona Tile, LLC denies these allegations and contends that it has complied with the requirements of California law.
- There has been a settlement that affects your rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Arizona Tile LLC’s defenses.
- You will not be penalized or retaliated against by Arizona Tile, LLC for participating in this class action settlement. If you are currently employed by Arizona Tile, LLC, your employment will not be affected in any way. Current employees of Arizona Tile, LLC who choose to participate in the settlement will not be required to resign and can continue to work for Arizona Tile, LLC.

- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue for Released Claims (defined below).
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from the settlement. Keep your rights to file a separate claim against Arizona Tile, LLC. If you ask to be excluded, you <u>will not</u> receive a share of the settlement proceeds, but you keep any rights you may have to bring your own suit against Defendant.
OBJECT	Object to the terms of the proposed settlement.

Your options are explained in this notice.
To opt out or object, you must act by **XXXX.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Arizona Tile, LLC's employees. You have received this notice because Arizona Tile, LLC's records indicate that you are a Class Member. This means you are eligible to participate in and receive a payment from this settlement.

2. What is this lawsuit about?

This lawsuit was filed September 15, 2020 on behalf of all persons who are employed or have been employed as an hourly employee by Arizona Tile, LLC in the State of California. The Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, et seq. ("Operative Complaint") asserts the following allegations on behalf of all proposed class members: failure to properly pay regular, minimum, and overtime wages, failure to provide proper meal periods and to pay meal period premiums, failure to provide proper rest periods and pay rest period premiums, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse business expenses, unfair business practices violation of California Business and Professions Code § 17200 *et seq.*, and civil penalties under the Labor Code Private Attorneys General Act of 2004 based on these alleged violations of the Labor Code and Wage Order.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Arizona Tile, LLC's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk and expense of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, adequate and in the best interest of all Class Members given the outcome of their investigation, the time and resources required in connection with further litigation, the risks as to the outcome, and the uncertainty in the law governing some of the claims presented. Although Arizona Tile, LLC disputes Plaintiff's claims and maintains that it has complied with all of its legal obligations toward its employees, Arizona Tile, LLC has also concluded that further litigation would be protracted and expensive and would also divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Gross Settlement Amount to be paid by Defendant under the proposed settlement is \$2,500,000. Under the proposed settlement, the following amounts will be deducted before any payments are made to Class Members, subject to final approval by the Court:

Class Representative Service Award:	\$7,500
Class Counsel Fees:	\$875,000
Class Counsel Costs:	\$25,000
LWDA Payment:	\$112,500
<u>Settlement Administrator Costs:</u>	<u>\$15,000</u>

Anticipated Net Settlement Amount	\$1,465,000
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After these deductions, it is anticipated that there will be \$1,465,000 available to be divided amongst the Class Members receiving this notice ("Net Settlement Amount"). Only those Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") will be entitled to payment of a *pro rata* rate of the Net Settlement Amount.

Each Participating Class Member's Individual Settlement Payment shall be determined on a *pro rata* basis based upon the number of workweeks during which he or she performed worked for Defendant during the Class Period ("Compensable Workweeks") in proportion to the aggregate number of workweeks worked by all Class members during the Class Period. This means that your anticipated payment is "*pro rata*" and will be based upon the number of Compensable Workweeks you worked for Arizona Tile during the time period from September 15, 2016 to October 21, 2021.

All Individual Settlement Payments will be allocated as follows: 20% wages and 80% interest, penalties, and non-wage damages.

According to Arizona Tile, LLC's records, the total number of Compensable Workweeks that you worked for Defendant *during the relevant time period* is [REDACTED]. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these Compensable Workweeks, your estimated settlement amount is [REDACTED].

6. What if I disagree with the number of workweeks shown above?

If you believe the information in this notice is incorrect regarding the number of Compensable Workweeks attributed to you, you will need to write a letter setting forth the number of Compensable Workweeks that you believe are correct. You must mail your letter to:

Settlement Administrator
c/o Phoenix Class Action Administration Solutions

The letter disputing the number of Compensable Workweeks must: (1) contain your full name, address, and telephone number; (2) contain a statement expressing that you dispute the number of Compensable Workweeks credited to you, and, if available, to attach documentation and/or an explanation to show contrary information; (3) be signed by you; and (4) be postmarked or fax stamped by XXXX and returned to the Settlement Administrator at the specified address or fax number above.

Class Counsel and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute, the Settlement Administrator shall review all information, material and documents and make a decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, please make sure the Settlement Administrator always has your current home address on file to ensure you receive your settlement share. If you move, call the Settlement Administrator to provide your new address.

8. What rights am I giving up?

The claims you will Release by doing nothing are: All causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to properly calculate the regular rate of pay for payment of overtime wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to pay all wages timely during employment; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage statements; (h) failure to keep required payroll records; (i) failure to reimburse business expenses; (j) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (k) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (l) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (m) all damages, penalties, interest and other amounts recoverable based on the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint (collectively, the “Released Claims”).

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement to the Settlement Administrator, Phoenix Class Action Administration Solutions, by **XXXX** (“Request for Exclusion”).

Settlement Administrator
c/o Phoenix Class Action Administration Solutions

The Request for Exclusion must: (1) contain your full name, address, and telephone number; (2) contain a statement expressing that you want to be excluded from the settlement; (3) be signed by you; and (4) be postmarked or fax stamped by **XXXX** and returned to the Settlement Administrator at the specified address or fax number above. The Request for Exclusion will be deemed invalid if it does not contain your name, address, signature, and a statement requesting exclusion.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of the settlement. Such persons will keep any rights to sue Arizona Tile, LLC separately about the claims made in this lawsuit. An individual who submits a valid Request for Exclusion may not object to the settlement.

10. What if I have an objection to the settlement?

A class member may object to the settlement in writing or in person. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than **XXXX**.

The Notice of Objection must be signed by you and state: (1) your full name, present address, and telephone number; (2) the basis for your objection; and (3) if you intend to appear at the Final Approval Hearing. The Settlement Administration must provide a copy of written objections to the Parties within three (3) days of receipt.

Any Class Member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. The Final Approval Hearing will be held in Courtroom of the United States District Court for the Central District of California, located at on , 2022, at **XX** (a.m./p.m.) (Pacific Time).

Any attorney who will represent an individual objecting to this settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Arizona Tile, LLC no later than the **[Response Deadline]**.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the settlement whether by appeal or otherwise.

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

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

The below are Class Counsel and Defendant's Counsel in this case:

<u>Class Counsel:</u>	<u>Counsel for ARIZONA TILE, LLC</u>
LAWYERS <i>for</i> JUSTICE, PC Edwin Aiwarzian edwin@calljustice.com Arby Aiwarzian arby@calljustice.com Joanna Ghosh joanna@calljustice.com 410 West Arden Avenue, Suite 203 Glendale, California 91203 Telephone: (818) 265-1020 Facsimile: (818) 265-1021	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. EVAN R. MOSES evan.moses@ogletree.com AARON H. COLE aaron.cole@ogletree.com ANDREW B. LEVIN andrew.levin@ogletree.com 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Telephone: 213.239.9800 Facsimile: 213.239.9045

12. What happens next in the case?

The settlement has only been preliminarily approved. The Court will hold a hearing in Courtroom [REDACTED] of the United States District Court for the Central District of California, located at [REDACTED] on [REDACTED], 2022, at XX (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Attorneys' Fees and Costs, Plaintiff's Service Award, the LWDA Payment, and the Settlement Administrator Costs. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Settlement Administrator, Phoenix Class Action Administration Solutions (listed above), or Class Counsel (listed above). You may also visit the following website at which you can access certain documents relating to the settlement by entering the name of this lawsuit: [insert URL].

Please do not telephone the Court, the Office of the Clerk, or Arizona Tile, LLC's counsel for information regarding this settlement.