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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUL 26 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

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

MARINO ZAMORA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

FENCESCREEN, INC.; and DOES 1 through
20, inclusive,

Defendants.

Case No. 30-2021-01225477-CU-OE-CXC

Assigned for all purposes to:

Hon. Lon Hurwitz

Dept. CX103

**REVISED ~~PROPOSED~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT WITH EXHIBITS**

Date: April 14, 2023

Time: 1:30 p.m.

Dept: CX103

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the "Action");

3 WHEREAS, Plaintiff Marino Zamora ("Plaintiff"), individually and on behalf of all
4 others similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Joint Stipulation of
6 Settlement (the "Settlement" or "Agreement") entered into by Plaintiff and Defendant
7 FenceScreen, Inc. ("Defendant") which sets forth the terms and conditions for a proposed
8 settlement upon the terms and conditions set forth therein (Plaintiff and Defendant shall be
9 collectively referred to herein as the "Parties"); and

10 WHEREAS, the Court has read and considered Plaintiff's Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit 1 to the Declaration of Kristy R. Connolly in Support of Plaintiff's Motion for Preliminary
16 Approval of Class Action Settlement, filed on March 20, 2023 as ROA #61, and all terms defined
17 therein shall have the same meaning in this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
3 are typical of the Class' claims; (d) class certification is a superior method for implementing the
4 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
5 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are
6 qualified to serve as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
8 conditionally certifies the class for settlement purposes only. The Class is defined as all current and
9 former non-exempt employees who are or were employed by Defendant in California at any time
10 from April 11, 2017 through January 26, 2023.

11 5. Plaintiff Marino Zamora is hereby preliminarily appointed and designated, for all
12 purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby
13 preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel
14 is authorized to act on behalf of the Class Members with respect to all acts or consents required by,
15 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
16 consummate the Settlement. Any Class Member may enter an appearance either personally or
17 through counsel of such individual's own choosing and at such individual's own expense. Any
18 Class Member who does not enter an appearance or appear on his or her own will be represented
19 by Class Counsel.

20 6. Should, for whatever reason, the Settlement not become final, the fact that the
21 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
22 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
23 a non-settlement context.

24 7. The Court hereby preliminarily approves the definition and disposition of the Gross
25 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
26 subject to modification at final approval.

27 8. The Court hereby approves, as to form and content, the Class Notice, Opt-Out Form,
28 and Notice of Objection attached hereto as **Exhibits 1, 2, and 3**, respectively, to be distributed to

1 Class Members. The Court finds that distribution of the Class Notice, substantially in the manner
2 and form set forth in the Settlement and this Order, meets the requirements of due process, is the
3 best notice practicable under the circumstances, and shall constitute due and sufficient notice to all
4 persons entitled thereto.

5 9. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and
6 hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the
7 Class Notice using the procedures set forth in the Settlement Agreement. Class Members who wish
8 to participate in the settlement provided for by the Settlement Agreement do not need to respond to
9 the Class Notice.

10 10. Once the Court enters Final Judgment, Class Counsel shall file a Notice of Entry of
11 Judgment and provide the same to the Settlement Administrator, who shall post the Notice of Entry
12 of Judgment on the Settlement Administrator's website for 180 calendar days.

13 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
14 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
15 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
16 to \$5,990 as provided in the Settlement.

17 12. Any Class Member may choose to opt-out of and be excluded from the Class as
18 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
19 Class will not be entitled to any recovery under the Settlement and will not be bound by the
20 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
21 requested exclusion/opted-out shall be Participating Class Members and bound by all
22 determinations of the Court, the Settlement, and the Final Judgment.

23 13. A Final Fairness and Approval Hearing shall be held before this Court on **December**
24 **8, 2023 at 1:30 p.m.** in Department CX103 of the Superior Court for the State of California, County
25 of Orange, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. All papers in support of
26 final approval and related awards for fees, costs, and Plaintiff's incentive award must be filed and
27 served at least 16 court days before the final approval hearing.

1 14. Any Participating Class Member must object to the Settlement by following the
2 instructions for submitting written objections that are set forth in the Settlement Agreement and
3 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
4 final authority with respect to the consideration and admissibility of any objections. Any
5 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

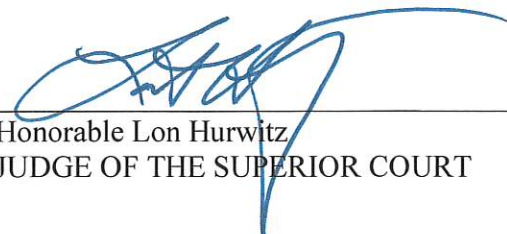
6 15. The Settlement is not a concession or admission, and shall not be used against the
7 Released Parties, as an admission or indication with respect to any claim of any fault or omission
8 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
9 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
10 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
11 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
12 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
13 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

14 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
15 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
16 are hereby stayed.

17 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
18 of the Class Members for all matters relating to this Action, and this Settlement, including
19 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
20 enforcement of this Settlement and this Order.

21 18. The Court reserves the right to adjourn or continue the date of any hearing and all
22 dates provided for in the Settlement without further notice to Class Members, and retains
23 jurisdiction to consider all further applications arising out of or connected with the proposed
24 Settlement.

25
26 DATED: JUL 26 2023



Honorable Lon Hurwitz
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Zamora v. Fencescreen, Inc.

Orange County Superior Court, Case No. 30-2021-01225477-CU-OE-CXC

If you worked as a non-exempt employee in California for Fencescreen, Inc. at any time from April 11, 2017 through January 26, 2023, a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member in a Lawsuit brought by former employees of Fencescreen, Inc. (“Defendant”).
- The Court has preliminarily approved a class action settlement with Defendant, which will affect all non-exempt employees employed by the Defendant in California at any time between April 11, 2017 to January 26, 2023.
- If the Court grants final approval of the Settlement, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you give up certain rights to sue Defendant separately for the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. May give up certain rights. If you object to the settlement, you will remain a member of the Class, and if the Court approves the settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Get no payment from it. Keep rights. If you ask to be excluded from the settlement, you won’t receive any payment from the settlement award. But you keep any rights to sue Defendant separately for the legal claims raised or that could have been raised in this Lawsuit.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before **[DATE]**.
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you worked for Defendant in California at some point between April 11, 2017 to January 26, 2023 as a non-exempt employee. This notice explains that the Court has given preliminary approval to a settlement in a conditionally certified class action lawsuit that may affect you.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement. Judge Lon Hurwitz of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit. The lawsuit is known as *Zamora v. Fencescreen, Inc.*, Case No. 30-2021-01225477-CU-OE-CXC.

2. What is this lawsuit about?

This lawsuit is about whether Defendant paid non-exempt employees minimum and overtime wages, provided proper meal periods and rest periods, reimbursed necessary business expenses, paid all wages owed upon termination of employment, and provided proper wage statements as required by applicable California laws, including California's Unfair Competition Laws.

Throughout the litigation, Defendant has denied—and continues to deny—the factual and legal allegations in the case and has maintained that it has valid defenses to the claims. Defendant denies any wrongdoing and asserts that its pay practices at all times complied with the law. Defendant further denies that it owes the monies claimed in the lawsuit. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The person who is the Class Representative is also called the Plaintiff. The company sued is called the Defendant. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorney General Act" (PAGA) claim where the Plaintiff are attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25% of the civil penalties. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of October 6, 2020 to January 26, 2023 (the "PAGA Period") and aggrieved employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

As part of the settlement, Plaintiff and Defendant agreed to conditionally certify the Class with respect to all of the claims Plaintiff alleged against Defendant as a class action, for settlement purposes only, and to ask the Court to approve the settlement. The Court has not ruled on the merits of these claims,

and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendant has agreed to pay \$265,000.00 to settle the claims made in this lawsuit. This amount is also known as the "Gross Settlement Amount".
2. Plaintiff Marino Zamora has agreed to release all of his claims in this lawsuit against Defendant.
3. Plaintiff seek the following deductions from the \$265,000.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$88,333.33) for Class Counsel's attorneys' fees.
 - b. Up to \$25,000.00 for reimbursement of Class Counsel's litigation costs.
 - c. An incentive award of up to \$5,000.00 to Plaintiff Marino Zamora for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$xxx to cover the costs of the Settlement Administrator.
 - e. The Parties have agreed to allocate \$20,000 of the Gross Settlement Amount as PAGA civil penalties. Pursuant to PAGA, 75% of this, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining \$5,000 will be paid to PAGA Group Members, as described below.

If the Court approves each of the requested deductions from the Gross Settlement Amount, then the remaining funds are referred to as the "Net Settlement Amount." The Net Settlement Amount will be distributed to Participating Class Members. Any amounts above not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the "Participating Class Members") on a pro rata basis according to the number of weeks they worked during the Class Period

PAGA Settlement Payments. A portion of the Gross Settlement Amount in the amount of \$5,000 will be set aside for Class Members who worked for Defendant in California at some point between October 6, 2020 to January 26, 2023 ("PAGA Group Members"). If you are a PAGA Group Member, you will receive a pro rata share of the \$5,000, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Your estimated Individual Settlement Payment is listed in Section 8 of this Notice. Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20%

allocated to wages and 80% allocated to penalties and interest. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All current and former non-exempt employees who are or were employed by Defendant in California at any time between April 11, 2017 through January 26, 2023 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting XXX the “Settlement Administrator”, at the designated phone number for this matter at (XXX) XXX-XXXX or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, or ask to be excluded from the settlement. These options are further explained below, including any dates by which you need to take any actions.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is . The total number of pay periods you worked during the PAGA Period is .

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks and pay periods, it is estimated your share of the settlement will be \$, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Settlement Payment checks returned as undeliverable, unclaimed, and/or uncashed 180 days after issuance and delivered checks remaining uncashed for more than 180 days after issuance will be void. The funds from any voided checks will be distributed to the State Controller Unclaimed Property Fund.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period or pay periods worked during the PAGA Period shown above are not correct, you may contact the Settlement Administrator indicating what you believe is correct. You will need to submit any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will attempt to resolve

any dispute based upon Defendant's records and any information you provide. Any disputes not otherwise resolved by the Settlement Administrator will be resolved by the Court. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Defendant from any and all claims that were alleged or reasonably could have been alleged based on the facts in Plaintiff's operative complaint during the period of April 11, 2017 to January 26, 2023. These claims include, but are not limited to: (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to permit rest breaks (5) failure to reimburse business expenses (6) failure to provide accurate itemized wage statements (7) failure to pay all wages due upon separation of employment; and (8) violation of Business and Professions Code §§ 17200, et seq. ("Released Claims").

Additionally, if you worked during the period of October 6, 2020 to January 26, 2023 you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Released Class Claims, which arose during the PAGA Period, even if you have formally opted-out of being a Participating Class Member.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may use the enclosed Notice of Objection form and mail your written objection to the Settlement Administrator at the address in Section 16 below. The objection must include a written statement of the grounds for objection, be signed by you or your authorized representative, and include all supporting papers. You must mail any written objection to the Settlement Administrator no later than [DATE]. You may also appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely Notice of Objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you will not get any money or benefits from the settlement. However, you may then be able to sue or continue to sue Defendant for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this lawsuit. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations (thus, claims may expire in a short period of time).

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to complete the enclosed Opt-Out Form requesting exclusion from the Class and mail it to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [DATE]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any

Class Member who requests to be excluded from the Class will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Lawyers for the Class

Samuel A. Wong

Kashif Haque

Jessica L. Campbell

Kristy R. Connolly

AEGIS LAW FIRM, PC

9811 Irvine Center Drive, Suite 100

Irvine, CA 92618

Tel: 949-379-6250

Kconnolly@aegislawfirm.com

The Court decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm is called "Class Counsel" in the context of this case. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with Defendant, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$88,333.33) in attorneys' fees, plus costs not to exceed \$25,000, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with Defendant, Class Counsel has requested an incentive award of up to \$5,000.00 to be paid to Plaintiff Marino Zamora for his effort in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

[ADMIN CONTACT INFORMATION]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] a.m. in Department CX101 of the Orange County Superior Court for the State of California, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic. To appear remotely, Class Members may appear at the final approval hearing by telephonic court appearance using CourtCall. To schedule an appearance online, please visit <https://courtcall.com/schedule/> or you may call (888) 882-6878 for a live operator.

If the Court enters final judgment, then the Notice of Entry of Judgment will be posted on the Settlement Administrators' website at [REDACTED].

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time.

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendant makes payment to the Settlement Administrator. Within 30 calendar days after the Court signs the Final Order or by January 26, 2024, whichever date comes last, Defendant will transfer the Gross Settlement Amount into a Qualified Settlement Fund established by the Settlement Administrator. The Settlement Administrator will have ten calendar days after receiving Defendant's payment to mail the Individual Settlement Payments.

To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

This Notice only summarizes the lawsuit, the Settlement, and related matters. For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California for Orange, at the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. You can also view the case records online at the court's website: <https://www.occourts.org/online-services/case-access/>. Click "Civil Case & Document Access", then click "Accept Terms". Follow the instructions for submitting the Case Number: 30-2021-01225477. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone

number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

[ADMIN CONTACT INFORMATION]

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S
MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS
ABOUT THIS NOTICE.**

EXHIBIT 2

Zamora v. Fencescreen, Inc.
Orange County Superior Court, Case No. 30-2021-01225477-CU-OE-CXC

OPT-OUT FORM

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
***** CA *****
Fax: (***)-***-*****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE YOUR PAYMENT FROM THE SETTLEMENT.

I, _____, request to be excluded from the Settlement Class in the matter of *Zamora v. Fencescreen, Inc.*, Orange County Superior Court, Case No. 30-2021-01225477-CU-OE-CXC. I understand that, by submitting this Opt-Out Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Date

Print your name here

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT (AND NOT RECEIVE A PAYMENT), YOU MUST MAIL THIS OPT-OUT FORM BY **[DATE]** TO THE FOLLOWING ADDRESS:

c/o [Administrator]
P.O. Box *****
***** CA *****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

EXHIBIT 3

NOTICE OF OBJECTION

MARINO ZAMORA v. FENCESCREEN, INC.

Superior Court of California, County of Orange
Case No. 30-2021-01225477-CU-OE-CXC

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be paid your Claim Amount and you will give up any rights to sue for the Released Claims.
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement. Retain all rights you may have against TRM Manufacturing, Inc. (with the exception of claims arising under the California Private Attorneys General Act of 2004 ("PAGA")).
OBJECT	Write to the Court about why you don't agree with the settlement. The Court may or may not agree with your objection.

If you wish to object to the terms of the settlement, you must complete this Notice of Objection (or any other written statement) stating the basis for your objection, and mail or fax it, along with any documents that support your objection, to: Settlement Administrator, _____, [ADDRESS/FAX NUMBER] on or before _____, 2023.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement and release.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)