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Attorneys for Plaintiff
NADIA ESTRADA

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

NADIA ESTRADA, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

BELSHIRE ENVIRONMENTAL SERVICES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01262282-CU-OE-CXC

*Assigned for all purposes to the Honorable Lon
F. Hurwitz, Dept. CX103*

**NOTICE OF ENTRY OF ORDER
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: May 31, 2022
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on December 4, 2023, the Court in the above-entitled action
3 entered an order granting preliminary approval of the Parties' Joint Stipulation of Class Action and
4 PAGA Settlement. A true and correct copy of the order entered by the Court on December 4, 2023 is
5 attached hereto as Exhibit 1.

6
7 Dated: November 29, 2023

PARKER & MINNE, LLP

8
9 By:



S. Emi Minne

Attorneys for Plaintiff

EXHIBIT 1

41571948

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 04 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA DEPUTY

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of other members of the general public similarly
situated and on behalf of other aggrieved
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Defendants.

Case No.: 30-2022-01262282-CU-OE-CXC

*Assigned for all purposes to the Honorable Lon
F. Hurwitz, Dept. CX103*

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

Date: November 17, 2023

Time: 1:30 p.m.

Dept.: CX103

Complaint Filed: May 31, 2022

Trial Date: Not Set

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

[PROPOSED] ORDER

Plaintiff Nadia Estrada's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came regularly for hearing before this Court on November 17, 2023. The Court, having considered Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, memorandum of points and authorities in support thereof, supplemental briefing, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Second Amended Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the Second Supplemental Declaration of S. Emi Minne in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Agreement"), Register of Action No. 91. The Court finds that the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final approval hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

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

3. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel's Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

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

10 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
11 follows:

12 All current and former hourly-paid, non-exempt employees of Defendant Belshire
13 Environmental Services, Inc. who were employed by Defendant Belshire
14 Environmental Services, Inc. in the State of California at any time during the period
15 commencing on May 31, 2018, and ending on May 31, 2023.

16 6. For purposes of settlement only, the Court designates Plaintiff Nadia Estrada as the
17 Class Representative.

18 7. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker
19 Parker & Minne, LLP and Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Yasmin Hosseini of
20 Lawyers for Justice, PC as Class Counsel.

21 8. The Court designates ILYM Group, Inc. as the third-party Settlement Administrator.

22 9. The Parties are ordered to implement the Agreement according to the terms of the
23 Agreement.

24 10. Within twenty-one (21) calendar days of the date of this Order, Defendant shall provide
25 the Administrator with the Class List consisting of the following information for each Class Member:
26 full name, last known address, last known telephone number, social security number, start and end
27 dates of active employment as a non-exempt employee of Defendant Belshire Environmental Services,
28 Inc. in the State of California, total number of Workweeks during the Class Period, and total number
of Workweeks during the PAGA Period.

 11. The Court approves, as to form and content, the Notice of Proposed Class Action
Settlement ("Notice") attached as Exhibit A to this Order.

1 12. The Court finds that the form of notice to the Class regarding the pendency of the action
2 and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
3 to members of the Class, satisfy the requirements of due process, constitute the best notice practicable
4 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
5 The form and method of giving notice complies fully with the requirements of California Code of
6 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
7 the California and United States Constitutions, and other applicable law.

8 13. The Court further approves the procedures for Class Members to opt-out of or object
9 to the Agreement, as set forth in the Notice and the Agreement. The procedures and requirements for
10 filing objections in connection with the Final Approval hearing are intended to ensure the efficient
11 administration of justice and the orderly presentation of any Class Member's objection to the
12 Agreement, in accordance with the due process rights of all Class Members. Class Members may
13 object the Agreement by either submitting written objections as set forth in the Agreement, or by
14 appearing in person (either personally or through counsel) to object orally at the hearing on Plaintiff's
15 Motion for Final Approval. The Court shall retain final authority as to the consideration and
16 admissibility of any objections to the Agreement. The Court will also ultimately decide the validity
17 and authenticity of any Requests for Exclusion. Class Members who are PAGA Members cannot opt
18 out of the settlement of PAGA claims, will be bound by the PAGA release, and will receive an
Individual PAGA Payment as set forth in the Agreement.

19 14. The Court approves the procedures for Class Members to dispute the number of
20 Workweeks credited to them in their Notice, as set forth in the Notice and the Agreement. The Court
21 shall retain authority to review the Administrator's decision regarding any disputes submitted by Class
22 Members.

23 15. The Court directs the Administrator to mail the Notice to the members of the Class no
24 later than seven (7) calendar days after receiving the Class List from Defendant, in accordance with
25 the terms of the Agreement.

26 16. The Notice shall provide sixty (60) calendar days' notice for Class Members to submit
27 disputes, opt-out of, or object to the Agreement. Class Members whose Notices are re-mailed shall
28 have the later of the following to submit a Request for Exclusion, written Objection, or Workweek
Dispute to the Settlement Administrator: (i) forty-five calendar (45) days after the Settlement

1 Administrator re-mails the Notice; or (ii) fifteen (15) calendar days after the original 60-day Response
2 Deadline ("Extended Response Deadline"). If the Extended Response Deadline falls on a Sunday or
3 Federal holiday, the Extended Response Deadline will be extended to the next day on which the U.S.
4 Postal Service is open.

5 17. The hearing on Plaintiffs' Motion for Final Approval is scheduled in Department
6 CX103 of this Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on
7 March 22, 2024, at 1:30 p.m.

8 18. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
9 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
10 granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application for
11 class representative enhancement payment, settlement administration costs, and Class Counsel's
12 attorneys' fees and costs, should be granted.

13 19. Counsel for the parties shall file memoranda, declarations, or other statements and
14 materials in support of their request for final approval of Plaintiff's application for enhancement
15 payments, settlement administration costs, and Class Counsel's attorneys' fees and costs, prior to the
16 hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the
17 Code of Civil Procedure and the California Rules of Court. The Settlement Administrator shall provide
18 a copy of its invoice with its declaration regarding administration of the Agreement.

19 20. The Court order the following implementation schedule:

Event	Date
Defendant to provide Class List to the Administrator no later than:	December 8, 2023 [21 calendar days following preliminary approval]
Administrator to mail the Class Notice to the Class no later than:	December 15, 2023 [7 calendar days following provision of the Class Data]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	February 13, 2024 [60 calendar days after mailing of the Class Notice]
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	March 8, 2024

1 Hearing on Motion for Final Approval of Settlement

March 22, 2024 at 1:30 p.m.,
Dept. CX103.

2
3 21. Pending the Final Approval hearing, all proceedings in this Action, other than
4 proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this
5 Order, are stayed.

6 22. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
7 connection with the administration of the Agreement which are not materially inconsistent with either
8 this Order or the terms of the Agreement.

9 **IT IS SO ORDERED.**

10 DATED:

DEC 04 2023

By:

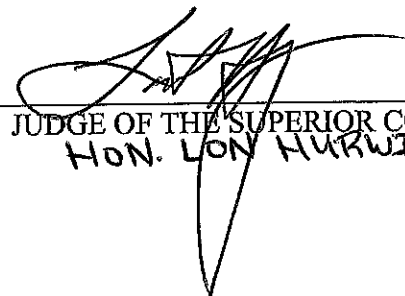

JUDGE OF THE SUPERIOR COURT
HON. LON HURWITZ

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Nadia Estrada v. Belshire Environmental Services, Inc.

Orange County Superior Court, Case No. 30-2022-01262282-CU-OE-CXC

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	All current and former non-exempt or hourly-paid employees who are or were employed by Belshire Environmental Services, Inc. in the State of California at any time from May 31, 2018, through May 31, 2023.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Belshire Environmental Services, Inc. ("Defendant") on May 31, 2022 in the Orange County Superior Court, Case No. 30-2022-01262282-CU-OE-CXC ("Lawsuit"). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Plaintiff alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). Defendant expressly denies any wrongdoing or liability to Plaintiff or any current or former non-exempt employee of Defendant. Defendant is confident that it has strong legal and factual defenses to the above claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct has been lawful at all times relevant, that Plaintiff's claims do not have merit and do not meet the requirements for class certification. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Nadia Estrada, also known as "Plaintiff"), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from May 31, 2018 through May 31, 2023). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). This Settlement is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Nadia Estrada as the Class Representative, and appointed their attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class ("Class Counsel"). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between May 31, 2018 through May 31, 2023.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys' Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or Two Hundred Sixty-Two Thousand Five Hundred Dollars (\$262,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Ten Thousand Dollars (\$10,000.00); and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to hourly-paid, non-exempt employees of Defendant in the state of California at any time from March 23, 2021, to May 31, 2023 ("PAGA Members") for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from May 31, 2018 through May 31, 2023 ("Workweeks"). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from March 23, 2021, through May 31, 2023. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How Much Will I Receive From the Settlement?

According to Defendant's Records, you worked:

☐ workweeks during the Class Period (May 31, 2018, through May 31, 2023); and
☐ workweeks during the PAGA Period (March 23, 2021, through May 31, 2023).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$_____, and your Individual PAGA Payment (if applicable) is estimated to be \$_____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment, and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must submit a written dispute to the Settlement Administrator. The written dispute must include: (i) your name, address, telephone number, and last four digits of your social security number and/or employee ID number; (ii) a state explaining why you believe the number of workweeks listed in this notice; and (iii) any documentation you have supporting such dispute. All disputes regarding workweeks must be mailed, emailed, or faxed to the Settlement Administrator **by no later than [DATE]**. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator. The Court may review the Administrator's decision on any workweek disputes.

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

The Settlement Administrator's contact information is listed below:

ILYM GROUP
[Address]
[Telephone No].
[Fax No.]
[Email Address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Belshire Environmental Services, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative Complaint in this action, including the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. The Released Class Claims pertains to the period of May 31, 2018, through May 31, 2023.

In addition, All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802 and the Industrial Welfare Commission Order ("Released PAGA Claims"). The Released PAGA Claims pertains to the period of March 23, 2021, through May 31, 2023. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated pro rata share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Estrada v. Belshire Environmental Services, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement."

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **[Response Deadline]**. You cannot exclude yourself by phone.

ILYM Group
[Address]
[Telephone No.
[Fax No.]
[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims. The Court will ultimately decide the validity and authenticity of any requests to be excluded from the Settlement.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the Settlement?

No (except if you worked between May 23, 2021, through May 31, 2023, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$262,500.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator **no later than [DATE]**. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing at 1:30 p.m. on March 22, 2024, in Department CX103 of the Orange County Superior

Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, and make an objection at that time, regardless of whether you submitted a written objection. The Court has final authority as to the consideration and admissibility of any objections to the Settlement.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 1:30 p.m. on March 22, 2024, in Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. The link for remote appearances can be found by clicking on the link for Department CXC103 at <https://www.occourts.org/media-relations/aci.html>. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted at <https://www.occourts.org/directory/civil/tentative-rulings/>. Tentative rulings are typically posted the day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.ilymgroup.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, as well as other important documents in the case, such as the operative Complaint, this notice, and the Court's order granting preliminary approval of the Settlement, from the Settlement Administrator's website at [Insert URL], or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also download copies of the Settlement Agreement by accessing the Court's Case Access Portal at <https://www.occourts.org/online-services/case-access/>, and searching for case number 30-2022-01262282-CU-OE-CXC. If you use the Court's Case Access Portal, the Settlement Agreement is attached as Exhibit 1 to the Supplemental Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK
OF THE COURT OR THE JUDGE**