

LAW OFFICE OF SCOTT ERNEST WHEELER

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Attorney for Plaintiff and the Putative Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 02 2023

DA. L. Howell

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE – HISTORIC COURT HOUSE**

BRANDON FIORE, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BEAUMONT MOTORCYCLES, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2201946

[Assigned for all purposes to the Honorable
Craig G. Riemer, Department 1]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL**

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Court now has before it Plaintiff's unopposed Motion for Preliminary Approval of
3 Class Action Settlement ("Motion"). After reviewing the Motion, the Amended Class Action
4 Settlement Agreement and Release ("Amended Settlement Agreement"), attached to the
5 Supplemental Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion For Preliminary
6 Approval of Class Action Settlement Filed On Behalf Of Plaintiff, Brandon Fiore, filed on April
7 25, 2023, and all exhibits attached thereto, and good cause appearing therefore, the Court hereby
8 finds and orders as follows:

9 1. The Court finds on a preliminary basis that the settlement memorialized in the
10 Amended Settlement Agreement appears to be fair and adequate, and fall within the range of
11 reasonableness, and therefore meets the requirement for preliminary approval.

12 2. The Court conditionally certifies for settlement purposes the following class (the
13 "Class" or "Settlement Class"):

14 All nonexempt employees who were paid either by hourly wages, by commission, or
15 by both, who worked for Defendant at any time in the state of California from May 12,
 2018 through January 31, 2023.

16 The Class Period is May 12, 2018 through January 31, 2023. (See, Amended Settlement
17 Agreement, ¶8, line 7).

18 3. The court conditionally certifies for settlement purposes the portion of this
19 Settlement regarding the Private Attorneys General Act ("PAGA Aggrieved Employees):

20 All nonexempt employees who were paid either by hourly wages, by commission, or
21 by both, who worked for Defendant at any time in the state of California from March
 8, 2021 through January 31, 2023.

22 The PAGA Period means the time from March 8, 2021 through January 31, 2023. (See,
23 Amended Settlement Agreement, ¶24, line 17).

24 4. The Court finds, for settlement purposes, that the Class meets the requirements for
25 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous
26 that joinder is impractical; (2) there are questions of law and fact that are common, or of general
27 interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are
28 typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately

1 protect the interests of the Class; and (5) a class action is superior to other available methods for
2 the fair and efficient adjudication of the controversy.

3 5. The Court appoints, for settlement purposes, Plaintiff Brandon Fiore as
4 Representative for the Class.

5 6. The Court appoints, for settlement purposes, Scott Ernest Wheeler of the Law Office
6 of Scott Ernest Wheeler as Class Counsel.

7 7. The Parties are ordered to carry out the Settlement according to the terms of the
8 Amended Settlement Agreement.

9 8. The Court appoints Phoenix Class Action Administration Solutions as the
10 Settlement Administrator and is ordered to carry out the administration of the settlement according
11 to the terms of the Amended Settlement Agreement.

12 9. The Class Action Settlement Notice (Exh. A) shall be accompanied by the Exclusion
13 Form (Exh. B) and shall instruct Class Members to submit Exh. B to the Settlement Administrator,
14 Phoenix Class Action Administration Solutions, and not this Court. The Settlement Administrator
15 shall direct copies of any Exclusion Forms to counsel for the Parties. If any Exclusion Forms are
16 received from Class Members, the Settlement Administrator is ordered to file a declaration
17 concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of every
18 exclusion form received.

19 10. The Class Action Settlement Notice (Exh. A) shall be accompanied by the
20 Objection Form (Exh. C) and shall instruct Class Members to submit Exh. C to the Settlement
21 Administrator, Phoenix Class Action Administration Solutions, and not this Court. The
22 Settlement Administrator shall direct copies of any Objection Forms to counsel for the Parties. If
23 any Objection Forms are received from Class Members, the Settlement Administrator is ordered
24 to file a declaration concurrently with the filing of Plaintiff's Motion for Final Approval,
25 authenticating a copy of every Objection Form received.

26 11. If any Class Member objects to the Amended Settlement Agreement, the objection
27 party is not required, either personally or through counsel: 1) to appear at the hearing on the
28 motion for final approval for that party's objection to be considered; or 2) to file or serve, or to

1 state in the objection, a notice of intention to appear at the hearing on the motion for final
2 approval.

3 12. Phoenix Class Action Administration Solutions, the Settlement Administrator,
4 shall provide notice to any objecting party of any continuance of the hearing of Plaintiff's Motion
5 for Final Approval.

6 13. The Parties are ordered to carry out the Settlement according to the following
7 implementation schedule:

Event	Date
Last day for Defendants to provide the Settlement Administrator with the Class Information	June 16, 2023
Last day for Settlement Administrator to mail Class Notice	June 26, 2023
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	August 11, 2023
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Awards	Per Code
Final Approval Hearing	August 29, 2023

18 14. At the Final Approval Hearing, the Court will consider whether the Settlement
19 should be finally approved as fair, reasonable and adequate, whether a final judgment should be
20 entered, and whether the payments provided for under the Settlement, including attorneys' fees and
21 costs and class representative service awards, should be finally approved and granted.

22 15. Pending the Final Approval Hearing, all proceedings in this Action, other than
23 proceedings necessary to implement the Settlement and this Order, are stayed.

24 **IT IS SO ORDERED.**

25 Dated: June 2, 2023

26 
27 HONORABLE CRAIG G. RIEMER
28 JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Brandon Fiore, and on behalf of all others similarly situated v. Beaumont Motorcycles, Limited Liability Company*, California Superior Court, County of Riverside, Case No. CVRI2201946 (the “Action”). The Court only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

You may be entitled to money from this Settlement. Beaumont Motorcycles, Limited Liability Company’s (“Defendant”) records show that you belong to the following “Class” of all current and former employees paid hourly and by commission who worked at Defendant at any time during the Class Period and therefore are a “Class Member”. You may also qualify for a penalties payment pursuant to the Private Attorneys General Act (“PAGA”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement. If you exclude yourself from the Settlement, you will still receive your payment for penalties under the PAGA if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All employees who were paid either by hourly wages, by commission, or by both, who worked for Defendant at any time in the state of California from May 12, 2018 through January 31, 2023. (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

Also according to Defendant’s records, you were employed from March 8, 2021 to January 31, 2023, and are therefore a PAGA Aggrieved Employee.

What is this case about?

In the Action, Brandon Fiore, ("Plaintiff") alleges on behalf of himself and the Class the following claims against Defendant: 1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 512 and Industrial Welfare Orders 4-2001, 7-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7 and Industrial Welfare Orders 4-2001, 7-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 4-2001, 7-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Orders 4-2001, 7-2001, Section 4; (5) failure to timely pay wages pursuant to Labor Code Section 204, 201; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Orders 4-2001, 7-2001 Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Orders 4-2001, 7-2001 Section 7; (8) failure to provide sick leave pursuant to Labor Code Section 246; (9) failure to reimburse for reasonably necessary business expenses; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and Industrial Welfare Commission, Wage Orders 4-2001 and 7-2001.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the Class Action Complaint ("Operative Complaint") filed by Plaintiff as part of this Settlement. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

THE LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler
250 West First Street, Ste. 216
Claremont, CA 91711
Telephone: (909) 621-4988

Defendant's Counsel

FISHER & PHILLIPS LLP

Lonnie D. Giamela
Sara Water
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 402-9577

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$199,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$83,833.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount

shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period of May 12, 2018 through January 31, 2023, you worked Compensable Workweeks in California, and therefore, your settlement payment as a Class Member is estimated to be \$.

According to Defendant's records, during the period of March 8, 2021 through January 31, 2023, you worked PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be \$.

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of possible recoveries for Class Members varies from to . Your estimated recovery is . PAGA Payments for penalties to PAGA Aggrieved Employees will range from to . Your estimated PAGA Payment is .

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at by mail, postmarked no later than [Response Deadline], or by e-mail by . The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also dispute your PAGA Pay Periods by following the same process you can dispute your Compensable Workweeks set forth above. You should attach any documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by a Settlement Class Member will be paid to the State of California Controller's Unclaimed Property division in the name of the Class Member. All funds attributable to PAGA penalties that are not timely negotiated by PAGA Aggrieved Employees will be paid to the LWDA.

The settlement payment issued to you will be allocated as follows: thirty-three percent (33%) as wages, sixty-seven percent (67%) as penalties and interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to Sixty-Six Thousand and Two Hundred and Sixty-Seven Dollars (\$66,267.00) or 1/3 of the Gross Settlement Amount, and reimbursement of reasonable litigation costs of up to \$14,650. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$5,000 for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$5,750. A payment in the amount of \$15,000 will also be made to the LWDA for its share of PAGA penalties, while \$5,000 will be paid to PAGA

Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$84,833 and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, alleged in the operative Complaint for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 512 and Industrial Welfare Order 4-2001, 7-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7 and Industrial Welfare Orders 4-2001, 7-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 4-2001, 7-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Orders 4-2001, 7-2001, Section 4; (5) failure to timely pay wages pursuant to Labor Code Section 204, 201; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Orders 4-2001, 7-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Orders 4-2001, 7-2001, Section 7; (8) failure to provide sick leave pursuant to Labor Code Section 246; (9) failure to reimburse for reasonably necessary business expenses; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and Industrial Welfare Commission Wage Orders 4-2001, 7-2001 as alleged in the Operative Complaint and the Labor and Workforce Development Agency ("LWDA") Notice dated March 7, 2022. This release shall apply to all claims arising at any point during the Class Period.

In addition, Plaintiff and the State of California will release all claims for civil penalties only under the PAGA") in the Operative Complaint and that Plaintiff and the State of California are fully and irrevocably releasing the Released Parties from, in exchange for the consideration provided by this Settlement. Plaintiff and the State of California will only release claims alleged in the LWDA Notice and within the Operative Complaint. In particular, the released claims include the underlying purported violations for failure to provide meal and rest periods to non-exempt employees, in violation of Labor Code Sections 226.7, 510, 512, and Wage Orders 4-2001, 7-2001, Sections 11-12; failure to pay one additional hour of compensation to non-exempt employees at their regular rate of pay for each workday that a meal or rest period is not provided, in violation of Labor Code Sections 226.7 and Wage Orders 4-2001, 7-2001, Sections 11(B) and 12(B); failure to pay non-exempt employees overtime wages, and failure to properly calculate overtime wages, in violation of Labor Code Sections 510, 1194, 1198, and Wage Orders 4-2001, 7-2001, Section 3; failure to pay non-exempt employees minimum wages, in violation of Labor Code Sections 1194, 1197, and Wage Orders 4-2001, 7-2001, Section 4; failure to timely pay all wages due, in violation of Labor Code Section 204; willful failure to pay discharged or quitting employees all wages due, in violation of Labor Code Sections 201-203; failure to provide accurate itemized wage statements in violation of Labor Code Sections 226, 1174, and 1174.5; failure to maintain required records in violation of Labor Code Sections 1174, 1174.5, and Wage Orders 4-2001, 7-2001, Section 7, failure to provide for sick leave in violation of Labor Code Section 246; failure to provide for supplemental COVID-19 sick leave, in violation of Labor Code Sections 248.2 and 248.6; failure to reimburse for reasonably necessary business expenses pursuant to Labor Code Section 2802, failure to provide notice of Wage Theft pursuant to Labor Code Section 2810.5, failure to provide for reasonable resting pursuant to Industrial Wage Order 4-2001, 7-2001, Section 13; and failure to provide for suitable seating pursuant to Industrial Wage Order 4-2001, 7-2001, Section 14.

Released Parties" collectively mean: (i) Defendant; and (ii) Defendant's current officers, directors, employees and agents only.

“Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief; or (d) the date that Defendant has fully funded the Gross Settlement Amount to the Settlement Administrator.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at _____ or e-mail a Request for Exclusion to Phoenix Settlement Administrators by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before _____. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection or make a written objection. If wish to object in writing, you must mail to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, a written statement of objection, or e-mail the written objection to Info@phoenixclassaction.com. The written Objection should contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before _____. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [redacted] in Department 1 of the Riverside Superior Court, Historic Court House, located at 4050 Main Street, Riverside, California 92501. The final approval hearing may be continued without further notice to Class Members unless filed an objection to the Settlement. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Riverside Superior Court Historic Court House, located at 4050 Main Street, Riverside, California 92501. A copy of the Amended Settlement Agreement was filed on April [redacted], 2023 and is attached to the Supplemental Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion for Preliminary Approval. You can also visit the Court's website at: www.riverside.courts.ca.gov for more information, including obtaining a copy of the Amended Settlement Agreement and the Court's updated COVID-19 protocol.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT B

Brandon Fiore v. Beaumont Motorcycles, LLC, a California limited liability company,
Superior Court of the State of California for the County of Riverside,
Case No.: CVRI2201946

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN
AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST
EMAIL TO (INSERT EMAIL ADDRESS) OR MAIL THIS FORM BY FIRST CLASS U.S.
MAIL TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT
ADMINISTRATORS AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED OR
EMAILED ON OR BEFORE _____.

Phoenix Settlement Administrators Re: Fiore v. Beaumont Motorcycles, LLC P.O. Box 7208 Orange, CA 92863 Phone: (800) 523-5773 Email: Info@phoenixclassaction.com E-Mail (insert address)

**IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE
ANY MONEY UNDER THE SETTLEMENT.**

I confirm that I was employed by and performed work for Beaumont Motorcycles, LLC, between May 12, 2018 through January 31, 2023. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the Class, and I have decided not to participate in the proposed Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the Settlement, and will not be bound by the Settlement. If you exclude yourself from the Settlement, you will still receive your share of the penalties payment under the Private Attorneys General Act ("PAGA") if you are eligible.

DATED: _____
(Signature)

(Address) (Type or Print Name)

(City, State, Zip)

(Employee ID or Last Four Social Security
Numbers)

EXHIBIT C

Brandon Fiore v. Beaumont Motorcycles, LLC, a California limited liability company,
Superior Court of the State of California for the County of Riverside,
Case No.: CVRI2201946

OBJECTION FORM

THIS FORM MUST BE POSTMARKED OR EMAILED NO LATER THAN xxx.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by settlement administrator]

OBJECT

If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if you participate in the Settlement and receive a Settlement Share you do so in exchange for a release of the Released Claims as more fully discussed below.

If you wish to Object to the Settlement you can appear at the Final Approval Hearing and make an oral objection, or you can make a written objection. If you wish to object in writing, you must mail to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, or e-mail the written objection to Info@phoenixclassaction.com. The written Objection should contain the following: (a) contain your full name, address, telephone number, and the last four digits of your social security number; (b) contain the case name and case number; (c) the dates of employment with Defendant; (d) provide a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before _____. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You can appear in person at the Final Approval Hearing set for _____, 2023 at _____ in Dept. 1 of the Riverside County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date. If you file a timely written Objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your Objection at any time. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to state an intent to appear at or appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Beaumont Motorcycles, LLC, who will then file the objection with the Court.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(signature)

(typed or print name)

(Employee Id. or Last Four Social Security
Numbers)

(address)

If you wish to object to the Settlement, you must mail your Objection by _____, 2023 to:

PHOENIX SETTLEMENT ADMINISTRATORS

Re: *Fiore v. Beaumont Motorcycles, LLC*

P.O. Box 7208

Orange, CA 92863

Phone: (800) 523-5773

Email: Info@phoenixclassaction.com