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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SONOMA**

11 SETH SWAN; individually, and on behalf
12 of other members of the general public
13 similarly situated, and on behalf of other
14 aggrieved employees pursuant to the
15 California Private Attorneys General Act;

16 Plaintiff,

17 vs.

18 PACE SUPPLY CORP., a California
19 corporation; and DOES 1 through 100,
20 inclusive,

21 Defendants.

Case No.: SCV258764

Honorable René Auguste Chouteau
Courtroom 18

CLASS ACTION

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

Hearing Date: TBD
Hearing Time: TBD
Hearing Place: Courtroom 18

Complaint Filed: May 6, 2016
Jury Trial Date: August 17, 2018

1 This matter has come before the Honorable René Auguste Chouteau in Courtroom 18 of
2 the Superior Court of the State of California for the County of Sonoma, located at 3055 Cleveland
3 Avenue, Santa Rosa, California 95403. Lawyers *for* Justice, PC appeared as counsel for plaintiff
4 Seth Swan (“Representative Plaintiff,” “Class Representative,” and/or “Plaintiff”), individually
5 and on behalf of the Class, and Gordon, Rees, Scully, Mansukhani LLP appeared as counsel for
6 defendant PACE Supply Corp. (“Defendant”). The Court, having carefully considered the briefs,
7 argument of counsel and all matters presented to the Court and good cause appearing, hereby
8 GRANTS Plaintiff’s Motion for Approval of PAGA Settlement and Preliminary Approval of Class
9 Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. This Order incorporates by reference the definitions in the Class Action and PAGA
12 Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as
13 “Exhibit 1” to the Declaration of Edwin Aiwasian in Support of Plaintiff’s Motion for Approval of
14 PAGA Settlement and Preliminary Approval of Class Settlement. All terms have the same
15 meaning in this Order as in the Settlement Agreement.

16 2. It appears to the Court that extensive investigation and research have been
17 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
18 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
19 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
20 presented by the further prosecution of the Action. It further appears that the Settlement has been
21 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
22 entered into in good faith.

23 3. The Court preliminarily approves the Settlement as it relates to the settlement and
24 release of Released Claims which do not arise under California Labor Code section 2698, *et seq.*
25 (“Class Settlement”). It appears to the Court on a preliminary basis that the Class Settlement is
26 fair, adequate and reasonable.

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1 4. The Court preliminarily finds that the Class Settlement, including the amount of the
2 Service Award to the Class Representative, attorneys' fees and litigation costs and expenses to
3 Class Counsel, the Settlement Administration Expenses to the Settlement Administrator, and the
4 allocation of payments to the Settlement Class Members appear to be within the range of
5 reasonableness of a settlement that could ultimately be given final approval by this Court. The
6 Court has reviewed the monetary recovery that is being granted as part of the Class Settlement and
7 preliminarily finds that the monetary settlement awards made available to the Settlement Class
8 Members are fair, adequate, and reasonable when balanced against the probable outcome of further
9 litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure, in that:

- 12 (a) the Class is ascertainable and so numerous that joinder of all members of the Class
13 is impracticable;
14 (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject
16 matter of the litigation;
17 (c) Plaintiff's claims are typical of the claims of the members of the Class;
18 (d) the Class Representative will fairly and adequately protect the interests of the
19 members of the Class;
20 (e) a class action is superior to other available methods for the efficient adjudication of
21 the controversy; and
22 (f) counsel for the Class is qualified to act as counsel for the Class Representative in
23 his individual capacity and as the representative of the Class.

24 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
25 as follows:

26 All current and former hourly-paid or non-exempt employees who directly worked for
27 Defendant within the State of California at any time during the period from May 6,
28 2012 continuing up to and including August 9, 2017 ("Class" or "Class Members").

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1 7. The Court preliminarily appoints Edwin Aiwasian, Esq., Arby Aiwasian, Esq., and
2 Joanna Ghosh, Esq., of Lawyers *for* Justice, PC as Class Counsel (“Class Counsel”).

3 8. The Court preliminarily appoints Seth Swan as the Class Representative.

4 9. The Court preliminarily appoints Simpluris, Inc. as the Settlement Administrator.

5 10. The Court approves, both as to form and content, the Notice of Class Action
6 Settlement (“Class Notice”) attached hereto as “**Exhibit 1.**” The Class Notice will be provided to
7 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class
8 Notice appears to fully and accurately inform the Class Members of all material elements of the
9 Class Settlement, of the Class Members’ right to be excluded from the Class Settlement by
10 submitting a Request for Exclusion, and of each Settlement Class Member’s right and opportunity
11 to object to the Class Settlement. The Court further finds that distribution of the Class Notice
12 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
13 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
14 process, are the best notice practicable under the circumstances, are in full compliance with the
15 laws of the State of California, and, to the extent applicable, the United States Constitution, and
16 shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the
17 mailing of the Class Notice by First-Class U.S. Mail, pursuant to the terms set forth in the
18 Settlement Agreement.

19 11. The Court hereby preliminarily approves the proposed procedure for requesting
20 exclusion from the Class Settlement. Any Class Member may choose to be excluded from the
21 Class Settlement as provided in the Class Notice, by submitting a timely Request for Exclusion to
22 the Settlement Administrator postmarked no later than thirty (30) calendar days following the date
23 on which the Settlement Administrator initially mails the Class Notice to Class Members
24 (“Response Deadline”) or, in the case of a re-mailed Class Notice, not more than ten (10) calendar
25 days after the date on which the Class Notice is re-mailed (the “Extended Response Deadline”).
26 Any such person who chooses to opt out of, and be excluded from, the Class Settlement will not
27 be entitled to any recovery under the Class Settlement and will not be bound by the Class
28 Settlement or have any right to object, appeal or comment thereon. Class Members who have not

submitted a timely Request for Exclusion will be bound by all determinations of the Court, the Settlement Agreement, and the judgment to be entered based on the Settlement. PAGA Group Members who submit a timely and valid Request for Exclusion from the Class Settlement will nonetheless receive their PAGA Settlement Share in accordance with the Settlement Agreement and be deemed to release their Released Claims which arise under California Labor Code section 2698, *et seq.*

12. The Court hereby preliminarily approves the proposed procedure for objecting to the Class Settlement. Class Members who do not opt out of the Class Settlement have the right to object to the Class Settlement. To object to the Class Settlement, a Settlement Class Member must submit to the Settlement Administrator, a timely written objection in accordance with the requirements set forth in the Class Notice, by the Response Deadline, or if applicable, the Extended Response Deadline. Settlement Class Members will be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to object to the Class Settlement if they mail a timely notice of objection which indicates that the Settlement Class Member wishes to be heard at the Final Approval Hearing. No written objections or briefs submitted by any Settlement Class Member on the day of the Final Approval Hearing will be received or considered by the Court. Settlement Class Members who fail to timely submit written objections in the manner specified in the Class Notice will be deemed to have waived any objections to the Class Settlement and will be foreclosed from making any objection to the Class Settlement (whether by appeal or otherwise).

13. The Court approves and orders the following schedule for the administration of the Settlement:

Event:	
Deadline for Defendant to provide the Class Data to Settlement Administrator.	Ten (10) calendar days after the date of this Order.
Deadline for Settlement Administrator to mail the Class Notice to all Class Members.	Fourteen (14) business days after the date of this Order.
Deadline for Class Members to submit Requests for Exclusion and/or objections to	Thirty (30) calendar days after the Class Notice is initially mailed.

1 the Class Settlement, and/or disputes regarding 2 Employment Information ("Response Deadline").	
3 In the case of a re-mailed Class Notice, 4 Deadline for Class Members to submit 5 Requests for Exclusion and/or objections to 6 the Class Settlement, and/or disputes regarding Employment Information ("Extended Response Deadline").	Ten (10) calendar days after the date the Class Notice is re-mailed
7 Deadline for filing the Motion for Final 8 Approval and Application for Attorneys' Fees 9 and Litigation Costs and Expenses, Service Award, and Settlement Administration Expenses.	Sixteen (16) court days before Final Approval Hearing.
10 Deadline for filing Settlement Administrator's 11 declaration of due diligence and proof of 12 mailing with regard to the Class Notice.	Seven (7) calendar days before Final Approval Hearing.

13 14. A Final Approval Hearing will be held on
14 _____ at _____ in Courtroom
15 ~~18 of the Superior Court of the State of California for the County of Sonoma located at 3055~~
16 Cleveland Avenue, Santa Rosa, California 95403, to determine all necessary matters concerning
17 the Settlement, including: whether the proposed settlement of the Action on the terms and
18 conditions provided for in the Class Settlement is fair, adequate and reasonable and should be
19 finally approved by the Court; whether a judgment, as provided in the Settlement, should be
20 entered; whether the plan of allocation contained in the Settlement should be approved as fair,
21 adequate, and reasonable to the Settlement Class Members; and to finally approve the requests for
22 an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Award
23 to the Class Representative, and Settlement Administration Expenses.

24 15. The Court finds that Plaintiff has satisfied the prerequisites under California Labor
25 Code section 2699.3(a), including and not limited to providing the California Labor and Workforce
26 Development Agency ("LWDA") and the employer notice of the specific provisions of the
27 California Labor Code alleged to have been violated, and the facts and theories to support the
28 alleged violations. The Court also finds that Plaintiff has satisfied the requirement to submit the

1 Settlement Agreement to the LWDA in conformity with California Labor Code section 2699(1)(2).

2 16. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the
3 Settlement Agreement and hereby approves the Settlement as it relates to the settlement and release
4 of Released Claims which arise under California Labor Code section 2698, *et seq.* by Class
5 Members who worked for Defendant during the period from February 25, 2016 to August 9, 2017
6 ("PAGA Settlement"). Class Members who worked for Defendant during the period from
7 February 25, 2016 to August 9, 2017 ("PAGA Group Members") do not have the opportunity to
8 opt out of or object to the PAGA Settlement, and as of the date of this Order, are barred and
9 enjoined from commencing or prosecuting, instigating or in any way participating in the
10 commencement or prosecution of any action or other proceeding, in any forum, asserting the
11 Released Claims which do arise under California Labor Code section 2698, *et seq.* Upon the
12 Effective Date, and except as to such rights or claims as may be created by the Settlement
13 Agreement, all PAGA Group Members fully release and discharge the Released Parties from the
14 Released Claims which arise under California Labor Code section 2698, *et seq.*

15 ~~17. The Court approves the PAGA Payment in the amount of two hundred and fifty~~
16 thousand dollars (\$250,000) and the distribution of the PAGA Payment as follows: seventy-five
17 percent (75%), or one hundred eighty-seven thousand five hundred dollars (\$187,500), to be paid
18 to the California Labor and Workforce Development Agency ("LWDA"), and the remaining
19 twenty-five percent (25%), or sixty-two thousand five hundred dollars (\$62,500), to be paid to
20 PAGA Group Members on a *pro rata* basis based on their workweeks. The PAGA Payment shall
21 be funded by Defendant and distributed by the Settlement Administrator after the Effective Date,
22 in conformity with the Settlement Agreement.

23 18. The Settlement is not a concession or admission and may not be used against
24 Defendant as an admission or indication with respect to any claim of any fault or omission by
25 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
26 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
27 thereof, may be construed as, offered or admitted into evidence as, received as or deemed to be in
28 evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a

1 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing,
2 omission, concession or damage.

3 19. If the Settlement does not become effective in accordance with the terms of the
4 Settlement Agreement or is terminated or cancelled, or fails to become effective for any other
5 reason, this Order will be rendered null and void, and will be vacated. The Parties will revert back
6 to their respective positions as of before entering into the Settlement Agreement.

7 20. The Court reserves the right to adjourn or continue the date of the final approval
8 hearing and all dates provided for in the Settlement Agreement without further notice to the
9 Settlement Class Members and retains jurisdiction to consider any further applications arising out
10 of or connected with the proposed Settlement.

11 **IT IS SO ORDERED.**

12
13 Dated: _____

By: _____

The Honorable René Auguste Chouteau
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Seth Swan v. PACE Supply Corp.
Superior Court of California, County of Sonoma
Case No. SCV258764

To: All current and former hourly-paid or non-exempt employees who directly worked for PACE Supply Corp. within the State of California at any time during the period from May 6, 2012 continuing up to and including August 9, 2017:

Simplurius
[Add address]

- PLEASE READ THIS NOTICE CAREFULLY
- IT MAY AFFECT YOUR LEGAL RIGHTS
- YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT

I. INTRODUCTION

A proposed class action settlement (the "Settlement") of the above-captioned action (the "Action") filed in the Superior Court of the State of California, in and for the County of Sonoma (the "Court"), has been reached by the parties and been granted preliminary approval by the Court on [PA date].

A settlement of the PAGA portion of the case was granted approval on [PA date]. A hearing will be held on [date/time] to determine whether the class action portion of the Settlement ("Class Settlement") should be granted final approval.

PACE Supply Corp.'s ("PACE Supply" or "Defendant") records show that you were employed by PACE Supply as an hourly-paid or non-exempt employee within the State of California at some time during the period from May 6, 2012 continuing up to and including August 9, 2017 and therefore are a Class Member in this Action. As a Class Member, you may be entitled to money under the Settlement and, if so, unless you request exclusion from the Settlement, your legal rights will be affected. The purpose of this Notice is to

- (1) describe the Action,
- (2) inform you of the terms of the Settlement, and
- (3) inform you of your rights and options in connection with the Settlement.

II. SUMMARY OF THE ACTION

On May 6, 2016, former employee Seth Swan ("Plaintiff") filed a Class Action Complaint for Damages and Enforcement under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* against PACE Supply in the Sonoma County Superior Court (referred to in this Notice as the "Complaint").

Plaintiff alleges that, within the period from May 6, 2012 to August 9, 2017 ("Settlement Period"), PACE Supply failed to pay overtime wages, failed to pay the minimum wages, failed to provide meal periods and pay meal period premiums, failed to provide rest periods and pay rest period premiums, failed to reimburse employees for business expenses, failed to timely pay wages, failed to provide accurate and itemized wage statements, and failed to keep accurate pay records thereby engaging in unfair competition and giving rise to civil penalties under California Labor Code § 2698, *et seq.*, Private Attorneys General Act of 2004 ("PAGA"). Plaintiff alleges that these violations resulted in the underpayment of wages and business expenses to Defendant's hourly-paid or non-exempt employees during the Settlement Period. Plaintiff seeks to maintain a class action for his claims on behalf of himself and all persons who were employed by PACE Supply

within the Settlement Period and worked for PACE Supply as an hourly-paid or non-exempt employee in the State of California.

PACE Supply denies all of Plaintiff's allegations and specifically denies that it violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement means that PACE Supply admits any fault, guilt, negligence, wrongdoing or liability whatsoever. There has been no finding of any wrongdoing by PACE Supply. PACE Supply wishes to settle in order to avoid the costs, time, and disruption caused by litigation.

Plaintiff and Defendant participated in a mediation before an experienced wage-and-hour mediator, which has resulted in a settlement of the Action. The Court granted preliminary approval of the Settlement on [date] on behalf of a settlement class defined as:

All current and former hourly-paid or non-exempt employees who directly worked for PACE Supply Corp. within the State of California at any time during the period from May 6, 2012 up to and including August 9, 2017.

At that time, the Court also preliminarily approved Plaintiff Seth Swan to serve as Class Representative, and Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna Ghosh, Esq. of Lawyers for Justice, PC to serve as Class Counsel.

III. SUMMARY OF SETTLEMENT TERMS

Settlement Amount. PACE Supply has agreed to pay the amount of \$5,000,000 (the "Gross Settlement Fund") to fully resolve the claims in the Action. The Gross Settlement Fund includes all settlement payments to the Class Members who do not timely request exclusion from the Settlement ("Settlement Class" or "Settlement Class Members"), Class Counsel's attorney's fees, litigation costs and expenses, PAGA Payment, the Settlement Administration Expenses, and Service Award to the Class Representative, as outlined below.

Settlement Administration and Other Payments. The Court has tentatively approved: certain payments to be made from the Gross Settlement Fund as follows, which will be subject to final Court approval at the Final Approval Hearing:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$16,000, for the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion submitted by Class Members, calculating Individual Settlement Shares and PAGA Settlement Shares, and distributing settlement payments.
- Attorney's Fees and Litigation Costs and Expenses. Payment to Court-approved Class Counsel of reasonable attorney's fees not to exceed \$1,750,000 as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for actual litigation expenses and costs actually incurred in connection with the Action not to exceed \$80,000). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Service Award to Plaintiff Seth Swan. A service award not to exceed \$6,000 to Plaintiff Seth Swan to compensate him for services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payments Plaintiff is otherwise entitled to as a Settlement Class Member.
- Penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. ("PAGA"). Under the settlement, \$250,000 is designated as penalties under PAGA ("PAGA Payment"). As required by statute, 75% of this payment (i.e., \$187,500) will be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% (i.e., \$62,500) will be distributed on a *pro rata* basis to Class Members who worked for Defendant from February 25, 2015 to [PA date] ("PAGA Group Members").

Calculation of Individual Settlement Shares. Settlement Class Members who do not timely request exclusion (or "opt-out") will be entitled to a *pro rata* portion of the Net Settlement Fund (his/her "Individual Settlement Share"), calculated based upon the number of weeks that each Settlement Class Member worked during the Settlement Period ("workweeks"). Each Settlement Class Member's workweeks will be divided by the total number of workweeks worked by all Settlement Class Members and multiplied by the Net Settlement Fund.

Calculation of PAGA Settlement Shares. PAGA Group Members, regardless of whether they timely opt out or not, are deemed to have released the Released Claims which arise under California Labor Code sections 2698, *et seq.* and will still receive their *pro rata* share of the PAGA Payment (each a "PAGA Settlement Share"). PAGA Settlement Shares will be calculated by dividing each PAGA Group Member's workweeks by the total number of workweeks worked by all PAGA Group Members and multiplied by 25% of the PAGA Payment.

Tax Matters. Each Individual Settlement Share is allocated as 33.34% wages, 33.33% interest, and 33.33% penalties. The wage portion of each Settlement Class Member's Individual Settlement Share will be subject to employee's share of taxes and withholdings and will be reported on an IRS Form W-2. Settlement Class Members will be issued payment of their Individual Settlement Share subject to reduction for the employee's share of taxes and withholdings with respect to the wage-portion of each share. Settlement Class Members will be exclusively liable for any and all tax liability. Settlement Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. The employer's share of payroll and employment taxes and contributions with respect to the wage-portion of each share will be paid separately by Defendant. Each PAGA Settlement Share will be considered 100% penalties and will not be subject to reduction for any employees' or employer's share of payroll and employment taxes and contributions.

Releases. Upon final approval by the Court of the Settlement, all Class Members who do not timely request exclusion ("Settlement Class Members") will fully release and discharge Defendant and Defendant's present and former parent companies, subsidiaries, as well as their shareholders, officers, directors, employees, successors, and assigns ("Released Parties") from the "Released Claims." Released Claims will be any and all claims, debts, wages, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, that were pled in the Complaint or which reasonably could have been pled based on the factual allegations contained in the Complaint, arising under California law, including, but not limited to, any claims for unpaid wages, unpaid minimum wage or overtime, record-keeping violations, wage statement violations, meal period and rest period violations including claims for premium pay, unreimbursed business-related expenses, interest, "waiting time" penalties, other civil and statutory penalties including but not limited to those arising under Labor Code Section 1197, 1197.1, 1198, liquidated damages, which arose during the period beginning May 6, 2012 and continuing up to and including August 9, 2017 (collectively, the "Released Claims").

All Settlement Class Members are bound by this release. Class Members will be bound by this release unless they formally and timely request exclusion from the settlement.

All PAGA Group Members will be deemed to have released the Released Claims which arise under California Labor Code sections 2698, *et seq.* (the "PAGA Released Claims") and will receive a PAGA Settlement Share, regardless of whether they submit a timely request for exclusion or not.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following a final approving hearing on the Settlement.

IV. RECEIVING PAYMENT UNDER THE SETTLEMENT

~~If you do nothing, you will be deemed part of the Settlement Class, you will be issued payment from the Settlement, and you will release all Released Claims, as described in this Notice.~~

Based on Defendant's internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

You worked ~~WorkWeeks~~ weeks during the time period from May 6, 2012 to August 9, 2017.
Your estimated gross Individual Settlement Share is ~~estAmount~~ Your estimated PAGA
Settlement Share is ~~PAGAestAmount~~

If you wish to challenge the number of workweeks attributed to you, then you must submit a written, signed challenge, along with supporting documents, if any exist, to the Settlement Administrator at the below-listed address, which contains the following information: (1) a clear statement of the workweeks you contend to be correct, as well as all supporting documents, if any exist; (2) your name; (3) your current address; (4) your telephone number; (5) the last four digits of your social security number; and (6) the name and number of the case (the case name is *Swan v. PACE Supply Corp.* and the Case Number is SCV258764). The dispute must be postmarked no later than **[Response Deadline]**.

Settlement Administrator
<<Case Name>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

To ensure receipt of your payment, **it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address**, and you may do so by contacting the Settlement Administrator by mail at the address listed above.

V. RIGHT TO REQUEST EXCLUSION

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Settlement. **If you request exclusion from the Settlement, you will not receive an Individual Settlement Share, and you will not be deemed to have released the Released Claims.** To request exclusion, you must submit a written Request for Exclusion to the Settlement Administrator at the address listed above in Section IV, that contains the following information: (1) a clear statement indicating your desire to opt-out of the Settlement, such as: "I do not want to be part of the settlement class in the *Swan v. PACE Supply Corp.* class action"; (2) your name; (3) your current address; (4) your telephone number; (5) the last four digits of your social security number; and (6) the name and number of the case (the case name is *Swan v. PACE Supply Corp.* and the Case Number is SCV258764). The Request for Exclusion must be postmarked no later than **[Response Deadline]**. Requests for Exclusion that do not include all required information or are postmarked after **[Response Deadline]** will be rejected, and those individuals will remain bound by the Settlement and the Release of Released Claims described above.

All PAGA Group Members who submit a timely and valid Request for Exclusion will be excluded from the release of Released Claims and will not receive an Individual Settlement Share but are deemed to have released the PAGA Released Claims and will receive their PAGA Settlement Payment.

VI. RIGHT TO OBJECT

Any Class Member who has not requested exclusion from the Settlement (i.e. any Settlement Class Member) and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement and release of Released Claims other than those arising under PAGA. Objections must be mailed to the Settlement Administrator at the address listed above in Section IV and be postmarked on or before **[Response Deadline]**. All objections must state the Settlement Class Member's (1) name; (2) current address; (3) telephone number; (4) dates of employment with PACE Supply; (5) last four digits of his or her social security number; (6) the name and number of the case (the case name is *Swan v. PACE Supply Corp.* and the Case Number is SCV258764); and (7) describe why the objector objects to the Settlement and release of Released Claims other than those arising under PAGA and whether the objector wishes to be heard at the Final Approval Hearing. To object to the Settlement, you must remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. Any Settlement Class Member who does not object in the manner provided in this Notice will have waived any objection to the Settlement, whether by appeal or otherwise.

Settlement Class Members who mail timely notices of objection, which indicate that the Settlement Class Member wishes to be heard at the Final Approval Hearing, will have a right to appear at the Final Approval Hearing and have their objections heard by the Court at the hearing. Said Settlement Class Members have the right to appear either in person or through their own attorney at this hearing. Objections not previously filed in writing in a timely manner as described above will not be considered by the Court.

VII. HEARING ON THE SETTLEMENT ("FINAL APPROVAL HEARING")

The final approval hearing on the adequacy, reasonableness and fairness of the Settlement will be held on [date/time] in Courtroom 18, in the Superior Court of the State of California, in and for the County of Sonoma, located at 3055 Cleveland Avenue, Santa Rosa, CA 95403. The hearing may be continued without further notice.

You are not required to attend the final approval hearing, although any Settlement Class Member is welcome to attend the hearing. If you are objecting, you must comply with the requirements set forth above in Section VI, to have your objection heard by the Court.

VIII. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Settlement Class Members should contact the Settlement Administrator at Swan v. PACE Supply Corp., c/o [insert name/address of administrator] with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected in Room 107J of the Superior Court of the State of California, in and for the County of Sonoma, located at 600 Administration Drive, Santa Rosa, CA 95403, during regular business hours of each court day.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.