

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

QUENTIN COSTEIU; 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.

INTERTEK TESTING SERVICES, an
unknown business entity; INTERTEK USA
INC., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2016-00189662

Honorable Christopher E. Krueger
Department 54

CLASS ACTION

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

Complaint Filed: January 26, 2016
Trial Date: None Set

Date: March 27, 2019
Time: 9:00 a.m.
Department: 54

1 This matter has come before the Honorable Christopher E. Krueger in Department 54 of the
2 Superior Court of the State of California, for the County of Sacramento, on March 27, 2019 at 9:00
3 a.m., with Lawyers *for* Justice, PC appearing as counsel for Plaintiff Quentin Costeiu ("Class
4 Representatives" and/or "Plaintiff"), individually and on behalf of all others similarly situated and
5 other aggrieved employees, and Seyfarth Shaw LLP, appearing as counsel for Defendants Intertek
6 USA, Inc. and Intertek Testing Services N.A., Inc. ("Defendants"). The Court, having carefully
7 considered the papers, argument of counsel, and all matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action
9 Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "Exhibit 1" to the
13 Declaration of Edwin Aiwazian in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action Settlement. This is based on the Court's determination that the Settlement falls within the
15 range of possible approval as fair, adequate, and reasonable.

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

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

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorneys' Fees and Costs, Service Award, PAGA Settlement Amount, Settlement Administration
28 Costs, and payments to the Settlement Class Members provided thereby, appear to be within the

1 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
2 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
3 and preliminarily finds that the monetary settlement awards made available to the Class Members
4 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
5 relating to certification, liability, and damages issues.

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

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

18 All current and former hourly-paid or non-exempt employees who worked
19 for Defendants within the State of California at any time from January 26,
20 2012 to the date of this Order ("Class" or "Class Members").

20 7. The Court provisionally appoints Lawyers *for* Justice, PC as Class Counsel.

21 8. The Court provisionally appoints Plaintiff Quentin Costeiu as the Class
22 Representative.

23 9. The Court appoints Simpluris, Inc. ("Simpluris") as the Settlement Administrator.

24 10. Within fifteen (15) calendar days of the date of this Order, Defendants shall provide
25 the Settlement Administrator with the Class Data List, in conformity with the Settlement Agreement.

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1 11. The Court approves, both as to form and content, the Notice of Settlement of Class
2 Action and Settlement Hearing ("Class Notice") attached hereto as "**EXHIBIT A**". The Class
3 Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement.
4 The Court finds that the Class Notice appears to fully and accurately inform the Class Members of
5 all material elements of the Settlement, of the Class Members' right to be excluded from the
6 Settlement by submitting a Request for Exclusion, of the Class Members' right to dispute the Work
7 Weeks credited to them, and of each Settlement Class Member's right and opportunity to object to
8 the Settlement by submitting a written objection. The Court further finds that distribution of the
9 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
10 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
11 requirements of due process and shall constitute due and sufficient notice to all persons entitled
12 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by first class
13 U.S. mail to all Class Members, pursuant to the terms set forth in the Settlement Agreement.

14 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
15 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
16 to be excluded from the Settlement by submitting a timely written Request for Exclusion in
17 conformity with the requirements set forth in the Class Notice and Settlement Agreement, to the
18 Settlement Administrator, postmarked no later than forty-five (45) calendar days after the date on
19 which the Settlement Administrator initially mails the Class Notice to Class Members ("Response
20 Deadline"). Any such person who chooses to opt out of, and be excluded from, the Settlement will
21 not be entitled to any recovery under the Settlement, and will not be bound by the Settlement or have
22 any right to object, appeal, or comment thereon. Class Members who have not submitted a timely
23 request for exclusion ("Settlement Class Members") shall be bound by the Settlement Agreement
24 and any judgment based thereon, if the Settlement is granted final approval.

25 13. A Final Approval Hearing shall be held before this Court on
26 _____ at _____ a.m./ p.m. in
27 Department 54 of the Sacramento County Superior Court, 813 6th Street, Sacramento, California,
28 95814, to determine all necessary matters concerning the Settlement, including: whether the

1 proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
2 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
3 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
4 Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
5 determine whether to finally approve the requests for the Attorneys' Fees and Costs, Service Award,
6 and Settlement Administration Costs.

7 14. Class Counsel shall file a motion for final approval of the Settlement and for
8 Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs, along with the
9 appropriate declarations and supporting evidence, including the Settlement Administrator's
10 declaration, by _____, to be heard at the Final Approval
11 Hearing.

12 15. To object to the Settlement, a Class Member must file a written objection with the
13 Court and serve the objection on the Settlement Administrator no later than the Response Deadline.
14 The objection must be signed and must contain the information that is required, as set forth in the
15 Class Notice and Settlement Agreement, including and not limited to the basis for the objection.

16 16. The Settlement is not a concession or admission, and shall not be used against
17 Defendants as an admission or indication with respect to any claim of any fault or omission by
18 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
19 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
20 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
21 deemed to be in evidence for any purpose adverse to Defendants, including, but not limited to,
22 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
23 wrongdoing, omission, concession or damage.

24 17. In the event the Settlement does not become effective in accordance with the terms
25 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
26 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
27 vacated, and the Parties shall revert back to their respective positions as of before entering into the
28 Settlement Agreement.

1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members, and retains jurisdiction to consider all further applications arising out of or connected with
4 the Settlement.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable Christopher E. Krueger
Judge of the Superior Court

EXHIBIT A

[EXHIBIT A]

NOTICE OF SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING

Quentin Costeiu, v. Intertek Testing Services N.A., Inc. and Intertek USA, Inc.,
Superior Court of California, County of Sacramento
Case No. 34-2016-00189662

To: All current or former hourly-paid or non-exempt employees who worked for Intertek Testing Services N.A., Inc. and/or Intertek USA, Inc. (collectively "Intertek" or "Defendants") in California at any time from January 26, 2012 to [Preliminary Approval date];

THIS NOTICE is designed to advise you of a proposed settlement of a class action lawsuit and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Superior Court of California, County of Sacramento ("Court" or "Sacramento County Superior Court") will conduct a hearing on [Final Approval Hearing date] to address whether the proposed settlement should be approved. You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

IDENTIFYING INFORMATION: you have been identified as a Class Member in the above lawsuit. Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTION IN THIS SETTLEMENT	
DO NOTHING	If you do nothing you will receive a payment under this Settlement and you will give up your right to sue Defendants and the Released Parties for any of the Released Claims set forth below.
EXCLUDE YOURSELF	If you request exclusion from this Settlement, you will not be entitled to receive any compensation under the Settlement and will not be bound by the Settlement, including the release of the Released Claims.
OBJECT	As long as you do not request exclusion from the Settlement, you can write to the Court and the parties about why you do not like the Settlement. If you object to the Settlement, you will still be bound by the Settlement if it is granted final approval by the Court.
GO TO THE FINAL APPROVAL HEARING	You may appear at the Final Approval Hearing on [Final Approval Hearing date] at Sacramento County Superior Court, Gordon D. Schaber Courthouse, located at 720 9th Street, Sacramento, California 95814 in Department [] on [date] at [time] to speak to the Court about the Settlement.

I. Why should I read this Notice?

Plaintiff and Defendants (collectively the "Parties") have proposed to settle this class action lawsuit. Defendants' records indicate that you may be a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary of your rights and options under the Settlement.

II. What is this lawsuit about?

A lawsuit entitled *Quentin Costeiu v. Intertek Testing Services NA, Inc., et al.* is now pending in the Superior Court of California, County of Sacramento, Case No. 34-2016-00189662 ("Action"). Plaintiff Quentin Costeiu ("Plaintiff") has alleged claims against Intertek under the California Labor Code and California Business & Professions Code. Plaintiff seeks to bring this Action as a class action and representative action on behalf of himself and other similarly situated current and former non-exempt or hourly-paid Intertek employees in California.

Plaintiff alleges that with respect to non-exempt and hourly-paid employees, Defendants failed to properly pay all minimum or overtime wages, timely pay all wages at termination and during employment, provide compliant meal and rest periods and pay associated premium pay, provide compliant wage statements, maintain requisite payroll records, and that they failed to reimburse business-related expenses, and that Defendants thereby violated the California Business & Professions Code, the California Labor Code, and § 2698, *et seq.*, Private Attorneys General Act of 2004 ("PAGA").

Plaintiff's Class Action Complaint for Damages & Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Demand for Jury Trial ("Complaint") alleges the following causes of action: (1) Failure to pay overtime (Cal. Labor Code

sections 510 and 1198); (2) Failure to provide compliant meal periods and associated premiums (Cal. Labor Code sections 226.7 and 512(a)); (3) Failure to provide compliant rest breaks and associated premiums (Cal. Labor Code section 226.7); (4) Failure to pay minimum wages (Cal. Labor Code sections 1194, 1197, 1197.1); (5) Failure to timely pay wages upon termination (Cal. Labor Code sections 201 and 202); (6) Failure to timely pay wages during employment (Cal. Labor Code section 204); (7) Failure to provide compliant wage statements (Cal. Labor Code section 226(a)); (8) Failure to keep requisite payroll records (Cal. Labor Code section 1174(d)); (9) Failure to reimburse necessary business expenses (Cal. Labor Code sections 2800 and 2802); (10) Violation of Cal. Business & Professions Code §§ 17200, *et seq.*; and (11) Violation of Cal. Labor Code §§ 2698 *et seq.* (PAGA). Plaintiff seeks a monetary recovery on behalf of the putative class for the alleged violations, along with interest, costs and fees.

Intertek contends that it has complied with all laws and denies all of the allegations Plaintiff is asserting in this Action. The Court has not formed any opinions concerning the merits of the Action, and the Court has not ruled for or against Plaintiff as to the merits of any of his individual or class or representative claims.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Class. On [Preliminary Approval date], the Court granted preliminary approval of the Settlement, authorized this Notice to be sent to you and the Class, preliminarily appointed Plaintiff Quentin Costeiu as the Class Representative, appointed Simpluris, Inc. as the Settlement Administrator, and preliminarily appointed Plaintiff's Counsel, the law firm of Lawyers for Justice, PC, as Class Counsel. The Court also conditionally certified the following Class: all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the period between January 26, 2012 and [Preliminary Approval date].

B. The Effect of Membership in the Class. If you come within the definition of the Class, you are a Settlement Class Member unless you exclude yourself from the Class by following the procedures for exclusion that are set forth in this Notice. Settlement Class Members (i.e., Class Members who do not request exclusion from the Settlement) are eligible to receive a monetary settlement payment under the Settlement and will be bound by the Settlement if it is approved by the Court. Persons who properly exclude themselves from the Settlement, as detailed in this Notice, will not be bound by the Settlement and will not share in the proceeds of the Settlement, but may pursue their own timely individual claims against Intertek Testing Services NA, Inc. and/or Intertek USA, Inc., if they choose.

IV. What are the terms of the Settlement?

The Settlement was negotiated between the Parties. Class Counsel believes that this Settlement is in the best interest of the members of the Class. As part of the Settlement, the Parties have agreed to the following:

A. Monetary Compensation

- Defendants have agreed to pay a maximum total amount of \$1,100,000 (the "Gross Settlement Amount") for the Settlement of the Action. The amount available to be paid to the Class Members (the "Net Settlement Amount"), is the Gross Settlement Amount less amounts awarded by the Court for Attorneys' Fees and Litigation Costs and Expenses to Class Counsel, Settlement Administration Costs to the Settlement Administrator, Service Award to the Class Representative, and payment to the California Labor Workforce Development Agency ("LWDA") of its portion of penalties allocated to penalties under PAGA ("LWDA Payment"). Settlement Class Members are not required to submit a claim form in order to receive payment from the Net Settlement Amount. The portions of the Net Settlement Amount allocated to Class Members who request exclusion from the Gross Settlement Amount will be retained by Defendants, as those individuals will not be releasing any claims in the Settlement.
- Each Class Member's proportional share of the Net Settlement Amount ("Class Member Payment") will be determined by dividing the number of weeks worked by the Class Member during the period between January 26, 2012 and [Preliminary Approval date] as a non-exempt hourly employee in California ("Work Weeks"), by the Work Weeks worked by all Class Members, multiplied by the Net Settlement Amount. According to Intertek's records, you worked [number of Work Weeks] Work Weeks. If you dispute the total number of Work Weeks set forth above, you must set forth a Work Week dispute to Settlement Administrator. In order to dispute your Work Weeks, you must mail a written dispute to the Settlement Administrator on or before [Response Deadline], at the address listed in Section V below, and it must contain: (1) your full name, address, signature, and last four digits of your Social Security number; (2) the case name and number of the Lawsuit (*Quentin Costeiu v. Intertek Testing Services, et al.*, Sacramento County Superior Court Case No. 34-2016-00159662); and (3) a clear statement indicating that you dispute the number of Work Weeks credited to you, and any facts and supporting materials demonstrating that the Work Weeks credited to you are incorrect (such as documents, like pay stubs).
- Defendants, through the Settlement Administrator, shall pay the amounts awarded by the Court for Attorneys' Fees and Litigation Costs and Expenses, Settlement Administration Costs, Service Award, the LWDA Payment, and the Class Member Payments, within 30 calendar days after the Final Effective Date of the Settlement Agreement.

B. Fees and Expenses

Contemporaneous with requesting the Court to grant final approval of the Settlement, Plaintiff will apply to the Court for payment of the following amounts from Gross Settlement Amount:

- Attorneys' Fees and Costs in an amount up to \$385,000 and an award of Litigation Costs and Expenses of up to \$45,000 to Class Counsel. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all Litigation Cost and Expenses to date;
- Settlement Administration Costs not to exceed \$18,500 to the Settlement Administrator for the costs of the notice and settlement administration process, including and not limited to, the expenses of notifying the Class Members of the Settlement, processing requests for exclusion, objections, and disputes of Work Weeks, and calculating and distributing Class Member Payments under the Settlement; and
- Service Award in an amount up to \$8,000 to Plaintiff in consideration for his service in connection with prosecuting the Action and serving as the representative of the Class.

C. Release of Claims

Upon the Effective Date, all Settlement Class Members (i.e., Class Members who do not request exclusion from the Settlement) hereby release and discharge Defendants, and any of their parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf, and each of them (collectively, the "Released Parties"), from any and all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that were or could have been brought based on the facts or claims alleged in the Complaint, arising during the period from January 26, 2012 to [Preliminary Approval date]. The claims released by the Settlement Class Members include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including all payments for non-compliant meal and/or rest periods and alleged non-payment of premium pay for non-compliant meal and/or rest periods; (c) any and all claims for recordkeeping, payroll, or pay stub violations; (d) failure to timely pay wages during employment and upon separation and all associated waiting time penalties; (e) any and all claims for failure to reimburse business expenses under California Labor Code section 2802; (f) and all other civil and statutory penalties, including those recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* based on the facts or claims alleged in the Complaint in the Action (the "Released Claims"). The Released Claims also include without limitation claims meeting the above definition(s), based on the facts or claims alleged in the Complaint in the Action, under any and all applicable statutes, including without limitation any provision of the California Labor Code, California Bus. & Prof. Code sections 17200, *et seq.*, and any provision of the applicable California Industrial Welfare Commission Wage Orders.

If you do NOT exclude yourself from the Settlement by following the procedures set forth in this Notice and the Court approves the Settlement, you will be deemed to have entered into the above-stated release of claims.

V. How do I receive a payment?

Any Class Member who wishes to receive payment under this Settlement does not need to do anything. If you do not exclude yourself from the Settlement, you will be a Settlement Class Member, and you will receive a Class Member Payment based on your Work Weeks as identified in this Notice. If you are a member of the Class and you move or change your address, and you want to receive your settlement benefits at your new address, you must notify the Settlement Administrator of your new address by contacting them at the below address or telephone number:

Simpluris, Inc.
[Mailing Address]
[Telephone Number]

VI. Who represents the Class?

The Court has preliminarily appointed Plaintiff Quentin Costeiu to serve as Class Representative in this lawsuit. The law firm of Lawyers for Justice, PC has been preliminarily appointed by the Court as Class Counsel, and Class Counsel may be contacted at the address listed below:

Edwin Aiwarzian, Esq.
Lawyers for Justice, P.C.
410 West Arden Avenue, Suite 203
Glendale, California 91203

VII. What are the reasons for the Settlement?

Plaintiff and Class Counsel weighed the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined by the Court. After balancing these and other substantial risks, Plaintiff and Class Counsel determined that the Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendants agreed to this Settlement in order to avoid the expense and distraction associated with lengthy litigation, and to allow them to focus on continuing to provide quality service to their customers. Defendants do not admit to any wrongdoing or liability in connection with agreeing to this Settlement, and Defendants expressly deny any and all of Plaintiff's allegations in this litigation.

VIII. What are my rights and options?

A. You may remain a member of the Settlement, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel and will receive your Class Member Payment. If the Settlement is finally approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Claims. As a member of the Class, you will not be charged for the services of Class Counsel, as Class Counsel's fees will come out of the Gross Settlement Amount in an amount determined by the Court. If you retain your own attorney, you are responsible for the fees, costs, and expenses of your separate legal counsel.

B. You may exclude yourself from the Settlement. If you are a member of the Class but do not want to participate in the Settlement, you may request exclusion from the Settlement. If you exclude yourself from the Settlement, you will lose any right to receive payment under the Settlement. You will also lose the right to object to the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf, if you choose, but Class Counsel will not represent you. A valid request for exclusion must be in writing, mailed to the Settlement Administrator on or before [Response Deadline], at the address listed in Section V above. The request for exclusion must contain: (1) your full name, signature, and address; (2) the case name and number of the Action (*Quentin Costeiu v. Intertek Testing Services, et al.*, Sacramento County Superior Court Case No. 34-2016-00159662); and (3) a clear statement that you seek to be excluded from the Settlement. **If you do not comply with these procedures by the above-set deadline, you will lose any opportunity to exclude yourself from the Class, and you will release the Released Claims if the Settlement is finally approved by the Court.**

C. You may participate in the Settlement and object to the Settlement or any portion thereof. If you are a Settlement Class Member (i.e., you have not excluded yourself from the Settlement), you may object to the Settlement by filing an objection with the Court and serving a copy of the objection on the Settlement Administrator on or before [Response Deadline], at the address listed in Section V above. Valid objections must be in writing and must contain: (1) the objecting class member's full name and address; (2) the case name and number of the Action (*Quentin Costeiu v. Intertek Testing Services, et al.*, Sacramento County Superior Court Case No. 34-2016-00159662); and (3) a clear statement of the basis for your objection. If you choose to submit an objection to the Settlement, you may (but are not required to) enter an appearance at the Final Approval Hearing described below *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to retain your own separate attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear at the Final Approval Hearing for your objection to be considered by the Court. Please note: Even if you object to the Settlement, you are still eligible to participate in the Settlement and receive a settlement payment.

IX. When is the Final Approval Hearing and what is it for?

On [Final Approval Hearing date], the Court will hold a hearing in Department [] of the Superior Court for the State of California, County of Sacramento, 720 9th Street, Sacramento, California 95814, for the purposes of determining whether the Settlement is fair, adequate and reasonable and should be approved, and whether to approve and award Attorneys' Fees and Litigation Costs and Expenses, Service Award, and Settlement Administration Costs. This hearing may be continued or rescheduled by the Court without further notice.

X. Where can I get more information?

If you have questions about this Notice or the Settlement or would like more information, you should contact Class Counsel or the Settlement Administrator. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Class Action and PAGA Settlement Agreement, containing the complete terms of the Settlement. The Settlement Agreement and other documents filed in this Action may be accessed and view during regular business hours at the Clerk's Office, of the Sacramento County Superior Court, 720 9th Street, Sacramento, California 95814. These documents may also be access online at <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber> by filling out the year the case was filed (2016) and the truncated case number (00189662). Fees or charges may apply when accessing documents at the Clerk's Office or online.

The Settlement Agreement may also be accessed for free of charge online at the following website: [insert web address for static website regarding the settlement].

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.