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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JORGE HERNANDEZ ZULUAGA, an
individual,

Plaintiffs,

vs.

SOLARIS TRADING CORPORATION., a
California Corporation; and DOES 1-20,
Inclusive,
Defendants.

CASE NO. 20STCV48213

*[Assigned for all purposes to The Honorable
Carolyn B. Kuhl, Dept. 12]*

**STIPULATION AND [PROPOSED] ORDER
REGARDING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 16, 2023

Time: 10:30 a.m.

Department: SSC 12

Complaint Filed: 11/16/2020

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff, JORGE HERNANDEZ ZULUAGA, on the one hand and Defendant SOLARIS
3 TRADING CORPORATION (“Defendant”), on the other hand (collectively “the Parties”), by and
4 through their respective counsel of record, hereby stipulate as follows:

5 WHEREAS, Parties reached a proposed settlement of this action that was set for
6 preliminary approval on February 14, 2023

7 WHEREAS, Plaintiff’s Motion for Preliminary Approval came on for hearing on February
8 14, 2023;

9 WHEREAS, during the hearing on February 14, 2023 the Court requested additional
10 information and revisions to the Parties’ proposed order and Class Notice;

11 WHEREAS, Parties revised their [proposed] Order Granting Preliminary Approval of Class
12 Action Settlement to specify that that the definition of the proposed “Class” means all current and
13 former non-exempt or hourly employees of Defendant that worked in California at any time during
14 the Class Period and the “Class Period” means the period from December 17, 2016 to January 18,
2023, the latter being the date on which the number of total workweeks reached 7,500;

15 WHEREAS, attached hereto as Exhibit 1 is the Parties’ revised [proposed] Order Granting
16 Preliminary Approval of Class Action Settlement;

17 WHEREAS, Parties revised their Class Notice to specify that the Cy Pres recipient of any
18 uncashed settlement funds will be the Justice Gap Fund, as otherwise previously specified in the
19 Parties’ Settlement Agreement;

20 WHEREAS, attached hereto as Exhibit 2 is the Parties’ revised Class Notice;

21 WHEREAS, concurrently with this filing Parties and their counsel have submitted
22 declarations specifying that they have no other interest in the Justice Gap Fund;

23 WHEREAS, Parties agree that their proposed settlement, attached to the previously filed
24 Declaration of Daniel J. Bass as Exhibit A already provides that the release effective date occurs at
25 the funding of the settlement by the Defendant (see Bass Declaration, Exhibit A at Section 6 stating
26 “Effective on the date when Solaris fully funds the entire Gross Settlement Amount and funds all
27 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
28 Class Members, and Class Counsel will release claims against all Released Parties ...”);

1 WHEREAS, as part of the Parties' proposed agreement, Plaintiff filed a First Amended
2 Complaint alleging the same causes of action against Defendant as well as an additional cause of
3 action for penalties pursuant to the Private Attorneys' General Act of 2004 ("PAGA")

4 WHEREAS, on February 14, 2023 Plaintiff gave notice of the proposed settlement, which
5 included a proposed settlement of PAGA claims to the Labor and Workforce Development Agency
6 ("LWDA") via online submission under LWDA Case No. LWDA-CM-917227-22;

7 NOW, THEREFORE, Plaintiff and Defendant, by and through their undersigned counsel of
8 record, hereby stipulate and request that the Court Order that:

- 9 1. Plaintiff's Motion for Preliminary Approval be Granted in accordance to the
10 [PROPOSED] ORDER GRANTING PRELIMINARY OF PLAINTIFF'S NOTICE
11 OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS
12 ACTION SETTLEMENT attached hereto as Exhibit 1; and
- 13 2. The Parties' revised Class Notice attached hereto Exhibit 2 be issued to the
14 Settlement Class in accordance with the Parties' Settlement Agreement.

15 IT IS SO STIPULATED.

16 Dated: March 9, 2023

MAKAREM & ASSOCIATES, APLC

17 By: *Daniel Bass*
18 Daniel Bass, Attorneys for Plaintiff
19 Jorge Hernandez Zuluaga

20 Dated: March 8, 2023

FISHER & PHILLIPS LLP

21 By: *Nafshar*
22 Nazanin Afshar, Attorneys for Defendant
23 Solaris Trading Corporation
24
25
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27
28

EXHIBIT 1

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Attorneys for Plaintiff JORGE HERNANDEZ
ZULUAGA individually and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JORGE HERNANDEZ ZULUAGA, an
individual,

Plaintiff,

vs.

SOLARIS TRADING CORPORATION., a
California Corporation; and DOES 1-20,
inclusive;

Defendants.

CASE NO. 20STCV48213

**[PROPOSED] ORDER GRANTING
PRELIMINARY OF PLAINTIFF'S
NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 16, 2023

Time: 10:30 a.m.

Department: SSC 12

Complaint Filed: 11/16/2020

1 This matter came on for hearing on February 14, 2023 and for a continued hearing on
2 March 16, 2023, in the above-entitled court, on the Motion for Preliminary Approval of Class
3 Action Settlement. Having fully reviewed and considered the moving papers, and having
4 analyzed Class Action and PAGA Settlement Agreement (“Settlement Agreement”) between
5 Defendant Solaris Trading Corporation (“Defendant” or “Solaris”) and Plaintiff Jorge Hernandez
6 Zuluaga (“Plaintiff”) (collectively “Parties”), attached as Exhibit “1” to the Declaration of
7 Daniel J. Bass.

8 **THIS COURT HEREBY MAKES THE FOLLOWING ORDERS:**

9 1. This Court hereby preliminarily approves the proposed Settlement Agreement, as
10 amended, as being fair, reasonable, and adequate.

11 2. All defined terms contained herein shall have the same meanings as those set forth
12 in the Settlement Agreement.

13 3. The Class Notice, attached as Exhibit “A” to Exhibit “1” of the Declaration of
14 Daniel J. Bass, is hereby approved.

15 4. The Court finds that the distribution of the Class Notice in the manner set forth
16 herein substantially meets the requirements of California law and due process, is the best notice
17 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
18 entitled thereto.

19 5. Solely for the purposes of the proposed settlement, the following class is hereby
20 provisionally certified pursuant to California Code of Civil Procedure section 382 as follows:

21 The “Class” means all current and former non-exempt or hourly
22 employees of Defendant that worked in California at any time during
23 the Class Period. “Class Period” means the period from December
24 17, 2016 to January 18, 2023, the latter being the date on which the
25 number of total workweeks reached 7,500.
26
27
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1 6. Solely for the purposes of the proposed settlement, the Court does hereby
2 preliminarily approve Ronald W. Makarem, Marcus Jackson, and Daniel J. Bass of Makarem &
3 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) as Class Counsel.

4 7. Solely for the purposes of the proposed settlement, the Court does hereby
5 preliminarily approve Plaintiff Jorge Hernandez Zuluaga as Class Representative.

6 8. Solely for the purposes of the proposed settlement, the Court does hereby
7 preliminarily approve of and appoint CPT Group, Inc. (“CPT”), as the Parties’ Settlement
8 Administrator, and approves of settlement administration costs of up to \$ 9,000.

9 9. The Court finds that the section of the Settlement Agreement regarding the
10 disposition of uncashed checks complies with California Code of Civil Procedure Sections 382.4
11 and 384 by providing that any unclaimed settlement funds (settlement checks that expire) shall be
12 sent to the Justice Gap Fund as the Cy Pres Recipient identified by the Parties.

13 10. A final fairness hearing (the "Final Approval Hearing") shall be set on
14 _____, 2023, in Department 12 of this Court, the review the notice process and
15 objections, if any, and to determine whether the proposed settlement on the terms and conditions
16 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved
17 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered
18 into; and to determine the amount of attorneys’ fees and costs that should be awarded to Class
19 Counsel and the amount of the Incentive Award that should be awarded to the Representative
20 Plaintiff.

21 11. The Settlement Administrator shall supervise and administer the notice procedure
22 as follows:

23 a. Within 30 days after the Preliminary Approval Date, Defendant shall
24 simultaneously deliver the Class Data to the Administrator, in the form of a
25 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying
26 information in Solaris’ possession including the Class Member’s name, last-known
27 mailing address, Social Security number, and telephone number.
28

- 1 b. Within three (3) business days after receipt of the Class Data, the Settlement
2 Administrator shall notify Class Counsel that the list has been received and state
3 the number of Class Members, PAGA Members, Workweeks/Pay Periods in the
4 Class Period, and Workweeks/Pay Periods in the PAGA Period.
- 5 c. Within 14 days after receiving the Class Data, the Settlement Administrator will
6 send to all Class Members identified in the Class Data, via first-class United States
7 Postal Service (“USPS”) mail, the Class Notice with Spanish translation.
- 8 d. The Response Deadline will be forty-five (45) calendar days from the initial
9 mailing of the Notice, meaning the last date on which Class Members may: (a) fax,
10 email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
11 his or her Objection to the Settlement. Class Members to whom Notice Packets are
12 resent after having been returned undeliverable to the Administrator shall have an
13 additional 14 calendar days beyond the Response Deadline has expired.

14 12. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
15 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
16 later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for
17 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
18 Member or his/her representative that reasonably communicates the Class Member’s election to
19 be excluded from the Settlement and includes the Class Member’s name, address, and email
20 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
21 or postmarked by the Response Deadline.

22 13. The Administrator will establish and maintain and use an internet website to post
23 information of interest to Class Members including the date, time, and location for the Final
24 Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the
25 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class
26 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
27 Service Payment, the Final Approval, and the Judgment. The Administrator will also maintain and
28

1 monitor an email address and a toll-free telephone number to receive Class Member calls, faxes,
2 and emails.

3 14. The Court's preliminary approval of the Settlement Agreement is not to be deemed
4 an admission of liability or fault by Defendant, or a finding as to the validity of any claims or
5 defenses asserted in the action.

6 15. The Court reserves the right to adjourn the date of the Final Approval Hearing
7 without further notice to the Class Members, and it will retain jurisdiction to consider all further
8 applications arising out of or connected with the proposed Settlement.

9 **IT IS SO ORDERED.**

10
11 Dated: _____, 2023

Judge of the Superior Court

EXHIBIT 2

Exhibit 2

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Jorge Hernandez Zuluaga v. Solaris Trading Corporation, Case No. 20STCV48213

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Solaris Trading Corporation (“Solaris” herein) for alleged wage and hour violations. The Action was filed by a former Solaris employee Jorge Hernandez Zuluaga (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Solaris during the Class Period (December 17, 2016 to January 18, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for Solaris during the PAGA Period (December 17, 2019 to January 18, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Solaris to fund Individual Class Payments, and (2) a PAGA Settlement requiring Solaris to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Solaris’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Solaris’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Solaris’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Solaris to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Solaris.

If you worked for Solaris during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Solaris.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Solaris, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Solaris will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Solaris that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Solaris must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Solaris’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Solaris employee. The Action accuses Solaris of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Ron Makarem, Marcus Jackson, and Daniel Bass of Makarem & Associates, APLC (“Class Counsel.”)

Solaris strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Solaris or Plaintiff is correct on the merits. In the meantime, Plaintiff and Solaris hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Solaris have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Solaris does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Solaris has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court

preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Solaris Will Pay \$350,000.00 as the Gross Settlement Amount (Gross Settlement).
Solaris has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Solaris will fund the Gross Settlement on or before September 1, 2023. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 122,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ 18,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$ 5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ 9,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$ 10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Solaris are asking the Court to approve an allocation of 33.34% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.66% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Solaris will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Solaris have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”). Parties have submitted and the Court has preliminarily approved of Justice Gap Fund as the intended Cy Pres.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Solaris.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Solaris based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Solaris have agreed that, in either case, the Settlement will be void: Solaris will not pay any money and Class Members will not release any claims against Solaris.
8. Administrator. The Court has appointed a neutral company, CPT Group Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Solaris has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Solaris or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including the following claims: (a) failure to pay overtime wages; (b) failure to provide compliant meal periods, or provide pay for non-compliant meal periods at the correct rate(s) of pay; (c) failure to authorize and permit compliant rest periods, or provide pay for non-compliant rest periods at the correct rate(s) of pay; (d) failure to provide accurate, itemized wage statements and/or otherwise maintain accurate records; (e) failure to pay all wages; (f) failure to timely pay wages upon separation of employment; (g) unfair business practices; and (h) all other claims that could have been premised on the facts, claims, causes of action, or legal theories described above pursuant to the California Industrial Welfare Commission (IWC) Wage Order(s) and/or California Labor Code, including but not limited to Labor Code §§200-203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2698-2699, and 2699.5, Cal. Bus. & Prof. Code § 17200 *et seq.*, Cal. Code Civ. Proc. § 1021.5, and Cal. Civ. Code § 3287(a). Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or

claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Solaris has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Solaris, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Solaris or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action including the following claims: (a) failure to pay overtime wages; (b) failure to provide compliant meal periods, or provide pay for non-compliant meal periods at the correct rate(s) of pay; (c) failure to authorize and permit compliant rest periods, or provide pay for non-compliant rest periods at the correct rate(s) of pay; (d) failure to provide accurate, itemized wage statements and/or otherwise maintain accurate records; (e) failure to pay all wages; (f) failure to timely pay wages upon separation of employment; (g) unfair business practices; and (h) all other claims that could have been premised on the facts, claims, causes of action, or legal theories described above pursuant to the California Industrial Welfare Commission (IWC) Wage Order(s) and/or California Labor Code, including but not limited to Labor Code §§200-203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2698-2699, and 2699.5, Cal. Bus. & Prof. Code § 17200 *et seq.*, Cal. Code Civ. Proc. § 1021.5, and Cal. Civ. Code § 3287(a).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA

Period, as recorded in Solaris' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Solaris' calculation of Workweeks and/or Pay Periods based on Solaris' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Solaris' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jorge Hernandez Zuluaga v. Solaris Trading Corporation*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Solaris are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class

Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website _____(url)_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the "*Jorge Hernandez Zuluaga v. Solaris Trading Corporation*" Action and include your name, current address telephone number, and approximate dates of employment for Solaris and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) _____ in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Solaris and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____(specify entity)'s website at _____(url)_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to

(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 20STCV48213. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

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Phone: (310) 312-0299

Fax: (310) 312-0296

Email: clerks@law-rm.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money as those funds will be reissued to a non-profit organization.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.