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12 Attorneys for Plaintiff Sally McNeil, individually,
13 and on behalf of all others similarly situated.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

SALLY MCNEIL, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

FALCON TRADING COMPANY; and DOES
1 through 20, inclusive,

Defendant.

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 10/22/2024
By Deputy: Rimando, Errol

Case No. 22CV003704

Assigned for All Purposes to:
Hon. Carrie M. Panetta Department 14

~~ISECOND AMENDED PROPOSED~~
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: October 11, 2024
Time: 8:30 A.M.
Dept: 14

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiff Sally McNeil (“Plaintiff”), individually and on behalf of all others
4 similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Class Action and
6 PAGA Settlement Agreement and Class Notice (the “Settlement” or “Agreement”) entered into
7 by Plaintiff and Defendant Falcon Trading Company (“Defendant”) which sets forth the terms
8 and conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiff
9 and Defendant shall be collectively referred to herein as the “Parties”); and

10 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
13 THAT:

14 1. This Order incorporates by reference the definitions in the Settlement attached as
15 Exhibit A to the Declaration of Alexander G.L. Davies in Support of Plaintiff’s Motion for
16 Preliminary Approval of Class Action Settlement and all terms defined therein shall have the same
17 meaning in this Order.

18 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
19 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
20 adequate and reasonable when balanced against the probable outcome of further litigation relating
21 to liability and damages issues; (c) sufficient investigation and research have been conducted such
22 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
23 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
25 been reached as the result of non-collusive, arms-length negotiations.

26 3. With respect to the Class and for purposes of proceeding pursuant to California
27 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a
28 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all

1 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
2 predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims
3 are typical of the Class' claims; (d) class certification is a superior method for implementing the
4 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative
5 can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve
6 as counsel for the Class.

7 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
8 conditionally certifies the class for settlement purposes only. The Class is defined as non-exempt
9 employees employed by Defendant in California at any time between November 29, 2018 through
10 July 1, 2024.

11 5. Plaintiff Sally McNeil is hereby preliminarily appointed and designated, for all
12 purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby
13 preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel
14 is authorized to act on behalf of the Class Members with respect to all acts or consents required by,
15 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
16 consummate the Settlement. Any Class Member may enter an appearance either personally or
17 through counsel of such individual's own choosing and at such individual's own expense. Any
18 Class Member who does not enter an appearance or appear on his or her own will be represented
19 by Class Counsel.

20 6. Should, for whatever reason, the Settlement not become final, the fact that the
21 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no
22 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
23 a non-settlement context.

24 7. The Court hereby preliminarily approves the definition and disposition of the Gross
25 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
26 subject to modification at final approval.

27 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
28 third of the Class Settlement Amount (currently estimated to be \$385,000.00), Class Counsel

1 litigation expenses not to exceed \$30,000.00, an Incentive Award up to \$10,000.00 to Plaintiff,
2 payment to the LWDA in the amount of \$40,000.00, and costs of administration not to exceed
3 \$7,950.00, subject to final approval.

4 9. The Court hereby approves, as to form and content, the Class Notice, to be
5 distributed to Class Members, a true and correct copy of which is attached to hereto as **Exhibit A**.
6 The Court finds that distribution of the Class Notice - which shall be sent in English with a Spanish
7 translation, as provided in the Settlement - substantially in the manner and form set forth in the
8 Settlement and this Order, meets the requirements of due process, is the best notice practicable
9 under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10 10. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and
11 hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the
12 Class Notice using the procedures set forth in the Settlement Agreement. Class Members who wish
13 to participate in the settlement provided for by the Settlement Agreement do not need to respond to
14 the Class Notice.

15 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
16 from the Class Settlement Amount, including the cost of searching for Class Members' addresses
17 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
18 to \$7,950.00 as provided in the Settlement.

19 12. Any Class Member may choose to opt-out of and be excluded from the Class as
20 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
21 Class will not be entitled to any recovery under the Settlement and will not be bound by the
22 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
23 requested exclusion/opted-out shall be Participating Class Members and bound by all
24 determinations of the Court, the Settlement, and the Final Judgment.

25 13. A Final Fairness and Approval Hearing shall be held before this Court on **June 27,**
26 **2025 at 8:30 a.m.** ~~[or on a later date that is convenient with the Court, on _____, 2025, at~~
27 ~~_____ a.m. / p.m.]~~ in Department S14 of the Superior Court for the State of California, County
28 of Monterey, located at 1200 Aguajito Road, Monterey, CA 93940. All papers in support of final

1 approval and related awards for fees, costs, and Plaintiff's enhancement award must be filed and
2 served at least 16 court days before the final approval hearing.

3 14. Any Participating Class Member must object to the Settlement by following the
4 instructions for submitting written objections that are set forth in the Settlement Agreement and
5 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
6 final authority with respect to the consideration and admissibility of any objections. Any
7 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

8 15. The Settlement is not a concession or admission, and shall not be used against the
9 Released Parties, as an admission or indication with respect to any claim of any fault or omission
10 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
11 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
12 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
13 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
14 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
15 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

16 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
17 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
18 are hereby stayed.

19 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
20 of the Class Members for all matters relating to this Action, and this Settlement, including
21 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
22 enforcement of this Settlement and this Order.

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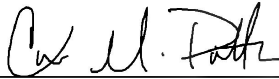
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1 18. The Court reserves the right to adjourn or continue the date of any hearing and all
2 dates provided for in the Settlement without further notice to Class Members, and retains
3 jurisdiction to consider all further applications arising out of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

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6 DATED: 10/22/2024



Honorable Carrie M. Panetta
JUDGE OF THE SUPERIOR COURT

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9 * The court's tentative ruling, which became the order of the court, is attached to this Order.
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EXHIBIT A

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

Sally McNeil v. Falcon Trading Company., et. al.

Case No. 22CV003704

*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 Falcon Trading Company d/b/a SunRidge Farms (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee Sally McNeil (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (November 29, 2018 to July 1, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (November 29, 2021 to July 1, 2024) (“Aggrieved Employees”).

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

Based on Defendant’s 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 Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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 choose not to 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

Defendant 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 Defendant 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. Defendant 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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s 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.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime wages, provide meal periods, permit rest breaks, reimburse business expenses, provide accurate itemized wage statements, pay wages timely during employment, pay all wages due upon separation of employment, and violation of Business and Professions Code §§ 17200, *et seq.* 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: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Alexander G.L. Davies from Aegis Law Firm, PC (“Class Counsel.”)

Defendant 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 Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, in an effort to resolve the Action by negotiating to end 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 Defendant 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, Defendant 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) Defendant 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. Defendant Will Pay \$1,100,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant 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, Defendant will fund the Gross Settlement not more than 65 days after the Final Approval is entered by the Court.
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 35% of the Gross Settlement (currently estimated to be \$385,000.00) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 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 \$7,950.00 to the Administrator for services administering the Settlement.
 - D. Up to \$40,000.00 for PAGA Penalties, allocated 75% (\$30,000.00) to the LWDA PAGA Payment and 25% (\$10,000.00) 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 Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant 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.

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 do not 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”).
6. 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and issue settlement distribution 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.
8. Participating Class Members’ Release. After the Judgment is final and Defendant 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 Defendant 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 all claims alleged or that could have been alleged based on the facts alleged in the PAGA Notice and the Operative Complaint, which arose during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims.

9. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant 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 arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice.

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 \$10,000.00 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 Defendant's 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's 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 Defendant's Counsel. The Administrator's decision is final. You cannot 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 valid writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sally McNeil v. Falcon Trading Company, et al.*, and include your identifying information (full name, address, telephone number, and approximate dates of employment 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 Defendant are asking the Court to approve. At least 16 business 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 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 Court's website <https://portal.monterey.courts.ca.gov/search>

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 Action as *Sally McNeil v. Falcon Trading Company, et al.*, and include your full name, current address, telephone number, and approximate dates of employment for Defendant 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 do not have to, attend the Final Approval Hearing on _____ at (time) in Department 14 of the Monterey Superior Court, located at 1200 Aguajito Road, Monterey, CA 93940. 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 any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It is 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 Defendant 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 the Superior Court website by going to (<https://portal.monterey.courts.ca.gov/search>) and entering the Case Number for the Action, Case No. 22CV003704. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Alexander G.L. Davies

Email Address: adavies@aegislawfirm.com

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100

Telephone: (949) 379-6250

Settlement Administrator:

Name of Company: ILYM Group, Inc.

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.

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.

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On October 15, 2024, I served the foregoing document(s) entitled:

5 • **[SECOND AMENDED PROPOSED] ORDER GRANTING**
6 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

7 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
copy thereof on the party(ies) addressed below as follows:

8 Ronald H. Barsamian
9 Patrick S. Moody
10 Seth G. Mehrten
11 Catherine M. Houlihan
12 **BARSAMIAN & MOODY**
13 **A PROFESSIONAL CORPORATION**
14 1141 West Shaw Avenue, Suite 104
15 Fresno, CA 93711
16 Tel: 559 248 2360
17 Fax: 559 248 2370
18 pmoody@theemployerslawfirm.com
19 choulihan@theemployerslawfirm.com
20 vgondara@theemployerslawfirm.com
21 laborlaw@theemployerslawfirm.com

22 *Attorneys for Defendants:*
23 *Falcon Trading Company*

24 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

25 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

26 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

27 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
28 5(b)(2)(A).)

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on October 15, 2024, at Irvine, California.

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5 Laila Shams
6 Laila Shams
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TENTATIVE RULING

Sally McNeil v. Falcon Trading Company; 22CV003704

Plaintiff's Motion for Preliminary Approval of Class Action Settlement:

The court finds the settlement to be fair, adequate and reasonable. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801-1802.) However, pursuant to Code of Civil Procedure section 384, a *cy pres* organization should be identified as the beneficiary of any unclaimed funds. That organization may be identified at the time of the Motion for Final Approval of Class Action Settlement. Accordingly, the Notice of Settlement must be amended to exclude all reference to the transmission of any uncashed checks to the California Controller's Unclaimed Property Fund and any reference to how a Class Member may recover a lost check from the California Controller's Unclaimed Property Fund. Also, the Settlement Administrator's fees shall exclude any fees associated with the "Process[ing] of Unclaimed Funds to the State," currently itemized as a fee of \$550.00.

Additionally, the Notice of Settlement shall be sent in English and Spanish, as provided in the Settlement, and such notice shall be included with the Motion for Final Approval of Class Action Settlement.

The court notes that while the court is not required to make a final determination on the reasonableness of the requested enhancement award at this time, the requested amount of \$10,000.00 to the representative plaintiff is higher than the amount of \$5,000.00 which the court customarily awards (and over six times the amount of the average recovery of \$1,650.00 per Class Member). The court will consider the representative plaintiff's declaration at the time of the Motion for Final Approval of Class Action Settlement to determine the appropriateness of the amount of the award. Similarly, although the court is not making a finding on the reasonableness of the award of attorneys' fees at this time, the request for attorneys' fees of up to 35 percent of the Gross Settlement Amount is in excess of that typically awarded by the court.

The Motion is GRANTED. The matter is set for a Motion for Final Approval of Class Action Settlement on June 27, 2025, at 8:30 a.m., unless the parties stipulate to a different hearing date and notify the court of that date. All other future dates are vacated.

Plaintiff to prepare a new Order consistent with the court's tentative ruling.