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Attorneys for Plaintiff Agustin Flores, on behalf of
himself and others similarly situated

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

AGUSTIN FLORES, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

AMERICAN INTERNATIONAL
INDUSTRIES; and DOES 1 through 100,
inclusive,

Defendants.

FILED
MERCED COUNTY

2025 MAR -5 AM 10:32

CLERK OF THE SUPERIOR COURT

BY  DEPUTY

Case No. 23CV-04631

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Preliminary Approval Hearing:

Date: March 5, 2025

Time: 8:15 a.m.

Dept.: 8

Trial Date: None Set

1 This matter has come before the Honorable Stephanie Jamieson in Department 8 of the
2 Superior Court of the State of California, for the County of Merced, on March 5, 2025 at 8:15 a.m.
3 for Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement.
4 CounselOne, PC appeared as counsel for Plaintiff Agustin Flores ("Plaintiff"), individually and on
5 behalf of all others similarly situated, and Bent Caryl & Kroll, LLP appeared as counsel for
6 Defendant American International Industries ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class and Representative Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Stipulation of Class and Representative Action
12 Settlement ("Settlement Agreement"), attached as **EXHIBIT 1** to the Declaration of Anthony J.
13 Orshansky in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative
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 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the settlement is fair, adequate and
20 reasonable. It appears to the Court that extensive investigation and research have been conducted
21 such that counsel for the Parties at this time are able to reasonably evaluate their respective positions.
22 Additionally, it appears to the Court that the settlement, at this time, will avoid substantial additional
23 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
24 prosecution of the case. It further appears that the settlement has been reached as the result of
25 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, Enhancement Payment, PAGA Payment, Administration Costs, and
28 payments to the Settlement Class Members and PAGA Group Members provided thereby appear to

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

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

17 6. The Court conditionally certifies, for settlement purposes only, Classes A and B,
18 defined as follows:

19 **Class A Period** means the period beginning on February 1, 2017 and ending on
20 October 15, 2021, and only includes certain individuals who were previously omitted
21 from a prior legal settlement in the matter of *Berenice de la Torre v. American*
International Industries, Los Angeles County Superior Court Case No.
20STCV29551.

22 **Class B Period** means the period beginning on October 16, 2021 and ending on July
23 18, 2022, and includes all current and former employees who worked for Defendant
24 during that time period.

25 7. The Court provisionally appoints CounselOne, PC as counsel for the Class ("Class
26 Counsel").

27 8. The Court provisionally appoints Plaintiff Agustin Flores as the representative of the
28 Class ("Class Representative").

1 9. The Court provisionally appoints CPT Group Inc. ("CPT") to handle the
2 administration of the settlement ("Settlement Administrator").

3 10. Within fifteen (15) calendar days (*i.e.*, March 20, 2025) of the Preliminary Approval
4 Hearing, Defendant shall provide the Settlement Administrator with the following information about
5 each Class Member: full name, last-known mailing address, last-known telephone number, Social
6 Security number, number of workweeks during the Class Period, number of pay periods during the
7 applicable PAGA Period, and employment dates as an hourly-paid or non-exempt ("Class List") in
8 conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Notice of Pendency of Class
10 and Representative Action Settlement and accompanying Share Form (together, the "Class Notice")
11 attached hereto as **EXHIBIT A**. The Class Notice shall be provided to Class Members in the manner
12 set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and
13 accurately inform the Class Members of all material elements of the Settlement Agreement, of Class
14 Members' right to be excluded from the class settlement by submitting an opt out request to the
15 Settlement Administrator, of Settlement Class Members' right to dispute the workweeks credited to
16 each of them, and of each Settlement Class Member's right and opportunity to object to the class
17 settlement. The Court further finds that distribution of the Class Notice substantially in the manner
18 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
19 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
20 due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
21 Administrator to mail the Class Notice by first class U.S. Mail to all Class Members and PAGA
22 Group Members within twenty (20) calendar days (*i.e.*, March 25, 2025) of the Preliminary Approval
23 Hearing, pursuant to the terms set forth in the Settlement Agreement.

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Settlement Agreement, for seeking exclusion from the class settlement. Any Class Member may
26 choose to be excluded from the class settlement by submitting a timely written request for exclusion
27 to the Settlement Administrator, postmarked no later than the Response Deadline. The Response
28 Deadline shall be sixty (60) days after the Settlement Administrator initially mails the Class Notice

1 to Class Members (*i.e.*, no later than May 24, 2025). No specific language is required in the request
 2 for exclusion provided it is sufficiently clear that the Class Member desires to be excluded from the
 3 class settlement. Any such person who chooses to opt out of, and be excluded from, the class
 4 settlement will not be entitled to recovery under the class settlement and will not have any right to
 5 object, appeal, or comment on the settlement. Class Members who have not submitted a timely and
 6 valid request to be excluded from the settlement (*i.e.*, Settlement Class Members) shall be bound by
 7 the Settlement Agreement and any final judgment based thereon. Class Members employed by
 8 Defendant during either or both of PAGA Group A Period and/or PAGA Group B Period, whether
 9 or not they submit a request for exclusion, ("PAGA Group Members") will receive a PAGA payment
 10 and will no longer be able to seek penalties under the PAGA (codified in California Labor Code
 11 §§ 2698, *et seq.*), during the applicable PAGA Period, for claims alleged in the operative complaint
 12 filed in the Lawsuit, or that could have been asserted based on the facts alleged by Plaintiff in the
 13 operative complaint filed in the Lawsuit.

14 13. To object to the class settlement, a Settlement Class Member should send his or her
 15 objection to the Settlement Administrator, postmarked on or before the Response Deadline (*i.e.*, no
 16 later than May 24, 2025), which is sixty (60) days after the Class Notice is initially mailed to Class
 17 Members. However, the Court will hear from any Settlement Class Member who attends the Final
 18 Approval Hearing and asks to speak regardless of whether he or she submitted a written objection.

19 14. A Final Approval Hearing shall be held before this Court on _____ a.m./p.m.
 20 in Department 8 of the Merced County Superior Court, located at 627 W. 21st Street Merced,
 21 California 95340, to determine all necessary matters concerning the settlement, including: whether
 22 the proposed settlement of the action on the terms and conditions provided for in the Settlement
 23 Agreement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
 24 judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of
 25 allocation contained in the Settlement Agreement should be approved as fair, adequate, and
 26 reasonable to Settlement Class Members and PAGA Group Members; and whether to finally
 27 approve the requests for Attorneys' Fees and Costs, Enhancement Payment, and Administration
 28 Costs.

1 15. The deadline for Class Counsel to file a motion for final approval of the settlement
2 and for Attorneys' Fees and Costs, Enhancement Payment, and Administration Costs, along with
3 the appropriate declarations and supporting evidence, including the Settlement Administrator's
4 declaration, is 16 court days prior to the Final Approval Hearing. Class Counsel shall also submit a
5 Proposed Final Approval Order and Judgment, with a timeline to file a final report summarizing all
6 distributions made pursuant to the settlement, supported by declaration. Additionally, the Final
7 Approval Order and Judgment shall include the procedure by which the parties and the Court will
8 comply with California Code of Civil Procedure section 384, as amended, with regards to *cy pres*
9 recipients.

10 16. Except as required to implement the settlement, all proceedings and all litigation of
11 the action are stayed pending the Final Approval Hearing.

12 17. The settlement is not a concession or admission and shall not be used against
13 Defendant as an admission or indication with respect to any claim of any fault or omission by
14 Defendant. Whether or not the settlement is finally approved, neither the settlement, nor any
15 document, statement, proceeding or conduct related to the settlement, nor any reports or accounts
16 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
17 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
18 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
19 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
20 implementation, interpretation, or enforcement of the Settlement Agreement.

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

26 19. The Court reserves the right to adjourn or continue the date of the Final Approval
27 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
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Members and PAGA Group Members and retains jurisdiction to consider all further applications arising out of or connected with the settlement.

Dated: 3/5/2025



Hon. Stephanie Jamieson
Judge of the Superior Court

Exhibit A

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT*Flores. v. American International Industries*

Merced County Superior Court, Case No. 23CV-04631 ("Lawsuit")

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California (the "Court"), you are notified that: preliminary approval of a class and representative action settlement filed by a former employee ("Plaintiff") and defendant American International Industries ("Defendant"), was granted on , 2025, which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment under the settlement, but you have the opportunity to request exclusion from the class settlement (in which case you will not receive payment under the class settlement), object to the class settlement, and/or dispute the number of workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant, and/or its predecessor or merged entities, within the State of California during the Class Period.

"Class Member" means a non-exempt (hourly) and otherwise eligible employee of Defendant covered by the lawsuit in either or both of the Class A and/or Class B Period, defined below:

Class A Period means the period beginning on February 1, 2017 and ending on October 15, 2021, and only includes certain individuals who were previously omitted from a prior legal settlement in the matter of *de la Torre v. American International Industries*, Los Angeles County Superior Court Case No. 20STCV29551.

Class B Period means the period beginning on October 16, 2021 and ending on July 18, 2022, and includes all current and former employees who worked for Defendant during that time period.

"PAGA Group Member" means all Class Members who worked for Defendant any time during either or both of PAGA Group A Period and/or PAGA Group B Period, defined below:

PAGA Group A Period means the period beginning on July 24, 2019 and ending on October 15, 2021, and only includes certain individuals who were previously omitted from a prior legal settlement in the matter of *de la Torre v. American International Industries*, Los Angeles County Superior Court Case No. 20STCV29551.

PAGA Group B Period means the period October 16, 2021 to July 18, 2022, and includes all current and former employees who worked for Defendant during that time period.

"Settlement Class Members" means Class Members who do not exercise their right to request exclusion from the class settlement. Class Members who request exclusion (explained below) retain their right to sue Defendant, if they choose, but will not receive payment under the proposed class settlement.

II. BACKGROUND OF THE ACTION

The settlement involves claims against Defendant alleging claims for: (a) failure to pay all unpaid minimum and overtime wages; (b) failure to provide timely and compliant duty-free meal periods and pay premiums owed thereon; (c) failure to provide timely and compliant duty-free rest breaks and pay premiums owed thereon; (d) failure to furnish accurate itemized

wage statements; (e) failure to maintain and keep accurate records; (f) failure to reimburse all necessary business expenses incurred; (g) failure to pay all wages owed timely during employment and upon separation of employment; (h) engaging in unfair and unlawful business practices; and (i) violation of California's Private Attorneys General Act of 2004 ("PAGA").

Defendant denies all of the allegations in the action or that it violated any law, and contends that at all times it has fully complied with all applicable federal, state, and local laws.

After extensive investigation, analysis of the legal and factual issues and risks, and arm's length negotiations, the parties reached a settlement. The Parties have since entered into the Stipulation of Class and Representative Action Settlement ("Settlement Agreement"), which was preliminarily approved by the Court on [REDACTED], 2025. The Court has appointed CPT Group, Inc. as the administrator of the settlement ("Settlement Administrator"), Plaintiff, as representative of the Class ("Class Representative"), and the following law firm as counsel for the Class ("Class Counsel"):

Anthony J. Orshansky
P. Bartholomew Quintans
CounselOne, PC
9465 Wilshire Boulevard Suite 300
Beverly Hills, CA 90212
Telephone: (310) 277-9945

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable and adequate, and that the settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Terms

The total settlement amount is Two Hundred and Eighty-Five Thousand Dollars (\$285,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not opt out of the class settlement ("Settlement Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount of up to 35 percent of the Gross Settlement Amount (i.e., up to \$99,750) and reimbursement of litigation costs and expenses in an amount of up to ten thousand dollars (\$10,000) to Class Counsel (together, "Attorneys' Fees and Costs"); (2) enhancement payment to the Class Representative in an amount not to exceed five thousand dollars (\$5,000) for his services and responsibilities in prosecuting the action ("Enhancement Payment"); (3) settlement administration costs in an amount not to exceed ten thousand dollars (\$10,000) to the Settlement Administrator ("Administration Costs"); and (4) the allocation of forty thousand dollars (\$40,000) to settle all claims under the California Private Attorneys General Act ("PAGA") (the "PAGA Payment" or "PAGA Settlement"), of which 75%, or \$30,000, will be paid to the California Labor and Workforce Development Agency ("LWDA") and the remaining 25%, or \$10,000, will be paid to all PAGA Group Members on a *pro rata* basis.

B. Distribution Formula

Each Settlement Class Member is eligible to receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of workweeks he or she worked for Defendant in the State of California as an hourly-paid or non-exempt employee during the applicable Class Period. Specifically, the Net Settlement Amount will be divided by the total of all workweeks of Settlement Class Members during the applicable Class Period in order to establish the value of each workweek. The Individual Settlement Share of each Settlement Class Member will be calculated by multiplying the value of a workweek by the number of workweeks worked by the Settlement Class Member during the applicable Class Period.

Each PAGA Group Member will receive a *pro rata* share of 25% of the PAGA Payment based on the number of pay periods he or she worked for Defendant in the State of California as an hourly-paid or non-exempt employee during the applicable PAGA Period irrespective of whether he or she is a Settlement Class Member. Specifically, 25% of the PAGA Payment (or

\$40,000) will be divided by the total of all pay periods worked by PAGA Group Members during the applicable PAGA Period in order to establish the value of each pay period worked. The individual PAGA payment of each PAGA Group Member will be calculated by multiplying the value of a pay period by the number of pay periods worked by the PAGA Group Member during the applicable PAGA Period.

Each Individual Settlement Share will be allocated twenty percent (20%) to wages (which will be reported on an IRS Form W2), and eighty percent (80%) to interest, penalties, and other non-wage damages (which will be reported on an IRS Form 1099, if applicable). Individual PAGA payments will be allocated as one hundred percent (100%) penalties (which will be reported on IRS Form 1099). Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share. The net payment of each Settlement Class Member's Individual Settlement Share (after reduction for the employee's share of taxes on the wage portion) and individual PAGA payment (if applicable) is referred to as their "Individual Settlement Payment."

If the Court grants final approval of the settlement, Individual Settlement Payments will be mailed to individuals at the address that is on file with the Settlement Administrator by way of one (1) check. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

C. Your Workweeks and Pay Periods Based on Defendant's Records

According to Defendant's records:

During the Class A Period you worked for Defendant as an hourly-paid or non-exempt employee in California for <<Class A Period Workweeks>> workweeks. [NOTE: Class A Period only includes certain individuals who were previously omitted from a prior legal settlement in the matter of *de la Torre v. American International Industries*, Los Angeles County Superior Court Case No. 20STCV29551.]

During the Class B Period you worked for Defendant as an hourly-paid or non-exempt employee in California for <<Class B Period Workweeks>> workweeks.

During the PAGA Group A Period you worked for Defendant as an hourly-paid or non-exempt employee in California for <<PAGA Group A Pay Periods>> pay periods.

During the PAGA Group B Period you worked for Defendant as an hourly-paid or non-exempt employee in California for <<PAGA Group B Pay Periods>> pay periods.

If you wish to dispute the number of workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security number; (d) clearly state that you dispute the number of workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before** , 2025 [60 Days After Mailing].

D. Your Estimated Settlement Award

As explained above, your estimated settlement award is based on the number of workweeks and pay periods credited to you during the applicable period.

Under the terms of the settlement, your Individual Settlement Share is estimated to be \$<<IndAmt>> and your individual PAGA payment (if applicable) is estimated to be \$<<PAGAAmt>>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Share.

Individual Settlement Payments will only be distributed if the Court grants final approval to the settlement.

E. Released Claims

Plaintiff and all Class Members who did not submit valid requests for exclusion from the settlement will release and forever discharge Defendant, and each of its former and present parents, officers, directors, employees, partners, shareholders, owners, trustees, representatives, agents, attorneys, subsidiaries, related companies/corporations and/or partnerships,

divisions, assigns, predecessors, successors, affiliates, and insurers, and all of their respective successors, subsidiaries, assigns, or legal representatives, from the Settlement Class Members' Released Claims during the Class Periods. The Settlement Class Members' Released Claims include all claims contained in the operative complaint in the Lawsuit, or that could have been asserted based on the facts, circumstances, transactions, occurrences, acts, omissions, or failures to act alleged by Plaintiff in the operative complaint in the Lawsuit during the Class Periods. The Settlement Class Member(s) Released Claims include all claims based on allegations for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) non-compliant meal periods and/or failure to make premium payments thereon; (4) non-compliant rest breaks and/or failure to make premium payments thereon; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages owed timely and upon separation of employment; (7) failure to reimburse for business expenses; (8) failure to maintain and keep accurate records; (9) unfair business practices; and (10) penalties pursuant to PAGA related to the Settlement Class Members' Released Claims, along with any potential penalties, interest, or attorneys' fees based on the alleged failure set forth in (1) through (10) above. This release excludes the release of claims not permitted by law.

Notwithstanding the foregoing, all Class Members, whether or not they submit a request for exclusion from the settlement, employed by Defendant during the PAGA Periods (the PAGA Group Members) will receive a PAGA payment and will no longer be able to seek penalties pursuant to the PAGA, for the PAGA Periods, arising from any and all claims alleged in the operative complaint filed in the Lawsuit, or that could have been asserted based on the facts alleged by Plaintiff in the operative complaint filed in the Lawsuit.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS?

A. Participate in the Settlement

If you want to receive money from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Claims, pursuant to Section III.D above.

You may not request exclusion from the PAGA Settlement. If you are a PAGA Group Member you will receive your individual PAGA payment, whether or not you choose to request exclusion from the class settlement, and you will be deemed to have released the Released Parties for penalties pursuant to the PAGA, arising from any and all claims contained in the operative complaint, or that were or could have been asserted based on the facts, circumstances, transactions, occurrences, acts, omissions, or failures to act alleged by Plaintiff in the operative complaint during the PAGA Period.

As a Settlement Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the class settlement, you may seek exclusion from (or "opt out" of) the class settlement by submitting a timely, written request for exclusion from the class settlement to the Settlement Administrator at the following address:

American International Industries Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, California 92606
Telephone: 1(xxx) xxx-xxxx

The request for exclusion must: (a) include your name, address, and telephone number; (b) include the case name and number; (c) include a clear and unequivocal statement that you wish to be excluded from the class settlement; (d) include your signature; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than** , 2025 [60 Days After Mailing].

If the Court grants final approval of the settlement, any Class Member who submits a timely and valid request for exclusion from the class settlement will not be entitled to receive any payment from the class settlement, will not be bound by the

class settlement, and will not have any right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid request for exclusion from the class settlement will be deemed Settlement Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

You may not request exclusion from the PAGA Settlement. If you are a PAGA Group Member you will receive your individual PAGA payment, whether or not you choose to request exclusion from the class settlement, and you will be deemed to have released the Released Parties for penalties pursuant to the PAGA, arising from any and all claims contained in the operative complaint, or that were or could have been asserted based on the facts, circumstances, transactions, occurrences, acts, omissions, or failures to act alleged by Plaintiff in the operative complaint during the PAGA Period.

C. Object to the Settlement

You can object to the terms of the class settlement as long as you have not submitted a request for exclusion from the class settlement. To object to the class settlement, you must provide to the Settlement Administrator a timely written statement of the objection. The written objection must: (a) contain your full name, address, telephone number, and signature; (b) contain the case name and number; (c) contain a statement of the specific legal and factual basis for each objection argument; (d) contain a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel; and (e) be filed or postmarked **no later than** , 2025 [60 Days After Mailing]. You may not object to the PAGA Settlement.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 8 of the Merced Superior Court, located at 627 W. 21st Street Merced, California 95340, , 2025, at a.m./p.m. to determine whether the settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to at your expense.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the action for a fee by visiting the civil clerk's office, located at 627 W. 21st Street, Merced, California 95340, during business hours.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: 1(xxx) xxx-xxxx OR VISIT www.xxxxxxxxxxxx.com, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

SHARE FORM

Flores v. American International Industries
Merced County Superior Court, Case No. 23CV-04631

TO ALL CLASS MEMBERS DEFINED AS:

Current and former hourly-paid or non-exempt employees who worked for Defendant American International Industries ("Defendant") covered by the lawsuit in either or both of the Class A and/or Class B Period.

Class A Period means the period beginning on February 1, 2017 and ending on October 15, 2021, and only includes certain individuals who were previously omitted from a prior legal settlement in the matter of *de la Torre v. American International Industries*, LASC Case No. 20STCV29551.

Class B Period means the period beginning on October 16, 2021 and ending on July 18, 2022, and includes all current and former employees who worked for Defendant during that time period.

YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT:

Your Individual Settlement Payment is currently estimated at \$ _____. You have been identified as a Class Member. Your estimated award is based on your pro-rata percentage of the Net Settlement Amount based on your membership in the Class relative to all Class Members. Your estimated pro-rata share may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

YOUR NUMBER OF COMPENSABLE WORKWEEKS:

As a Class Member, your pro-rata percentage is further dependent on your individual Workweeks worked as a percentage of the total number of Workweeks worked by all Class Members during the applicable Class Period. "Workweeks" means a seven-day work week during the either Class Period A or B described above during which you were actively employed as an hourly-paid or non-exempt employee for Defendant in California according to its payroll records. American International Industries' payroll records show that during **Class Period A**, you had a total number of _____ Workweeks (only for certain individuals who were previously omitted from a prior legal settlement in *de la Torre v. American International Industries*, Case No. 20STCV29551), and during **Class Period B**, you had a total number of _____ Workweeks.

YOUR ESTIMATED PAGA PAYMENT – IF APPLICABLE:

If you are a Class Member during either or both of PAGA Group A Period and/or PAGA Group B Period, you will also be entitled to a pro rata share of the PAGA Payment for that time period, irrespective of whether or not you request exclusion.

PAGA Group A Period means the period beginning on July 24, 2019 and ending on October 15, 2021, and only includes certain individuals who were previously omitted from a prior legal settlement in the matter of *de la Torre v. American International Industries*.

PAGA Group B Period means the period October 16, 2021 to July 18, 2022, and includes all current and former employees who worked for Defendant during that time period.

You [have/have not] been identified as entitled to a pro rata share of the PAGA Payment. Your individual PAGA Payment is currently estimated at \$ _____. According to its payroll records, American International Industries' payroll records show that during **PAGA Group A Period**, you had a total number of _____ pay periods (only for certain individuals who were previously omitted from a prior legal settlement in *de la Torre v. American International Industries*, Case No. 20STCV29551), and during **PAGA Group B Period**, you had a total number of _____ pay periods.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

WORKWEEK(S) DISPUTE FORM

If you believe the total number of your Workweeks worked during the Class Period (listed above) is accurate, you do not need to take any further action to receive your payment.

TO CHALLENGE THE NUMBER OF YOUR WEEKS WORKED AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE FOR AMERICAN INTERNATIONAL INDUSTRIES IN CALIFORNIA DURING THE APPLICABLE CLASS PERIOD, THE SHARE FORM AND THE WORKWEEK(S) DISPUTE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

FORM TO DISPUTE YOUR NUMBER OF WORKWEEKS

1. You do NOT have to complete this part of the Share Form if the total number of your Workweeks worked as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- ☐ I wish to challenge the total number of my Workweeks. I have included a written statement detailing what I believe to be the correct number of weeks that I worked as an hourly-paid or non-exempt employee for American International Industries in California during the applicable Class Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review American International Industries' records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of weeks that I worked as an hourly-paid or non-exempt employee for American International Industries in California during the Class A Period (February 1, 2017 to October 15, 2021, and only for certain individuals who were previously omitted from a prior legal settlement described above) is: _____

I believe that the correct number of weeks that I worked as an hourly-paid or non-exempt employee for American International Industries in California during the Class B Period (October 16, 2021 to July 18, 2022) is: _____
The following is a statement of my reasons and documentation to support this number of Workweeks worked:

[Attach documentation and use separate page(s) as necessary]

Mail to: Address of Settlement Administrator