

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

VIRGINIA ALVARADO, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

ALTA RESOURCES CORP., a Wisconsin
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2304861
*[Assigned to Hon. Joseph Ortiz, Dept S17, for
all purposes]*

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having considered the Class Action and PAGA Settlement Agreement (the “Settlement
2 Agreement”) between Plaintiff Virginia Alvarado and Defendant Alta Resources Corp.
3 (“Defendant” or “ALTA”) (collectively, the “Parties”), as well as the Memorandum of Points
4 and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action
5 Settlement, the documents submitted in support of the motion, and all supporting legal
6 authorities and documents,

7 IT IS HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Classes, for settlement purposes only:

20 All persons employed by ALTA in California and classified as a non-exempt
21 employee who worked for ALTA at any time during the Class Period of April 12,
22 2019, through Preliminary Approval.

23 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
24 persons employed by ALTA in California and classified as a non-exempt employee who worked
25 for ALTA at any time during the during the PAGA Period of April 12, 2022, through
26 Preliminary Approval.”

27 4. The class action settlement set forth in the Settlement Agreement between
28 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 5. For settlement purposes only, the Court appoints Plaintiff Virginia Alvarado as
4 Class Representative, and Brian Mankin and Kristina Carlson as Class Counsel.

5 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
6 Administrator.

7 7. The Court approves, as to form and content, the Class Notice (attached as Exhibit
8 “A”) and finds that the Class Notice satisfies the requirements of California Rule of Court, rules
9 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final
10 approval hearing date, the proposed settlement terms and of their options, including: (1) the
11 nature of the action, the definition of the Class, the identity of Class Counsel, and the essential
12 terms of the Settlement; (2) Named Plaintiff’s and Class Counsel’s applications for the Class
13 Representative Service Payment, and Class Counsel’s request for attorneys' fees and costs; (3) a
14 formula used to determine the Class Member's estimated Individual Class Payment; (4) Class
15 Members’ rights to appear through counsel if they desire; (5) how to object to the Settlement or
16 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
17 information regarding the action and the Settlement. Counsel for the Parties are authorized to
18 correct any typographical errors in settlement and make clarifications, to the extent the same are
19 found or needed, so long as such corrections do not materially alter the substance of the
20 documents.

21 8. The Court approves the procedure for Class Members to participate in, request
22 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
23 and the Class Notice.

24 9. The Court finds that the deadlines and method set forth in the Settlement
25 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
26 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
27 entitled to notice, and otherwise satisfy the requirements of California law and due process.
28

1 10. The Court directs the Administrator to perform address verification measures and
2 mail the Class Notice by first class mail to the Class Members as set forth in the timeline below
3 and to otherwise carry out the Settlement according to the terms of the Settlement Agreement
4 and in conformity with this Order. The Parties are also ordered to carry out the Settlement
5 according to the terms of the Settlement Agreement.

6 11. All Class Members shall be deemed to participate in the Settlement, although any
7 Class Member who wishes to comment on or object to the Settlement or who elects not to
8 participate in the Settlement has until 45 days after the mailing of the Class Notice to submit his
9 or her objection or Request to be Excluded, pursuant to the procedures set forth in the Class
10 Notice.

11 12. The Court approves the handling of unclaimed funds set forth in the Settlement
12 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
13 result of a failure to timely cash a settlement check shall be issued to the State Controller's
14 Office in the name of the Class Member, as set forth in the Settlement Agreement.

15 13. The following dates shall govern for purposes of this settlement:

16 January 13, 2025	Preliminary Approval (PA) hearing
17 February 17, 2025	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
18 April 3, 2025 (<i>45 days after mailing Class Notice</i>)	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
19 16 Court Days before F.A.	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
20 5 Court Days before F.A.	Deadline for filing of any written reply to objection to the Motion for Final Approval of Settlement.
21 Date: _____ 22 Time: _____	Final Approval Hearing.

1 14. A final approval hearing shall be held in this Court on the date and time above to
2 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
3 finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class
4 Counsel; and (3) the amount of the Service Payment to the Class Representative. The Court may
5 continue or adjourn the final approval hearing without further notice to the Class Notice.

6 15. Counsel for the parties shall file memoranda, declarations, or other statements and
7 materials in support of their request for final approval of the Settlement, attorneys' fees,
8 litigation costs, Class Representative's Service Payment, Administration Expenses, and payment
9 to LWDA for PAGA Penalties prior to the Final Approval hearing according to the time limits
10 set by the Code of Civil Procedure and the California Rules of Court.

11 16. Neither this Order, the Settlement Agreement, nor any document referred to
12 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
13 may be construed as, or may be used as an admission by or against Defendant or any of the other
14 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing
15 or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
16 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
17 be evidence of, an admission or concession with regard to the denials or defenses by Defendant
18 or any of the other Released Parties and shall not be offered in evidence in any action or
19 proceeding against Defendant or any of the Released Parties in any court, administrative agency
20 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
21 the Settlement Agreement, or any related agreement or release.

22 17. The Court may, for good cause shown, extend any of the deadlines set forth in
23 this Order.

24 18. In the event that the Settlement Agreement does not receive final approval or the
25 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
26 shall be vacated.

27 19. Pending the Final Approval hearing, all proceedings in this action, other than
28 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this

1 Order, are stayed.

2 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
3 in connection with the administration of the Settlement which are not materially inconsistent
4 with either this Order or the terms of the Settlement.

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6 Date: _____

7 Hon. Joseph Ortiz
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EXHIBIT “A”

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

Virginia Alvarado v. Alta Resources Corp. (Case No. CIVSB2304861)

***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 Alta Resources Corp. (“Alta”) for alleged wage and hour violations. The Action was filed by former Alta employee Virginia Alvarado (“Plaintiff”) and seeks payment of (1) back wages and statutory damages for a class of a non-exempt employees (“Class Members”) who worked for Alta during the Class Period of April 12, 2019 to [TBD]; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Alta during the PAGA Period of April 12, 2022 to [TBD] (“Aggrieved Employees”).

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

Based on Alta’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [TBD] (less withholding) and your Individual PAGA Payment is estimated to be \$ [TBD]**. 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 Alta’s 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 Alta’s records showing that **you worked [redacted] workweeks** during the Class Period and **you worked [redacted] pay periods** 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 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, Brian J. Mankin and Kristina Bui Carlson of Lauby, Mankin & Lauby LLP. The Court will also decide whether to enter a judgment that requires Alta to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Alta.

If you worked for Alta 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 Alta.

(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 Alta, 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.

Alta 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 Alta 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 [45 days after mailing of notice]	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. Alta 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 [45 after of notice]	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 [TBD] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [TBD]. 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 [45 after mailing of notice]	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 Alta's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [TBD]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Alta employee. The Action accuses Alta of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during employment and 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 (Lab. Code, § 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Brian J. Mankin and Kristina Bui Carlson of Lauby, Mankin & Lauby LLP ("Class Counsel.")

Alta 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 Alta or Plaintiff is correct on the merits. In the meantime, Plaintiff and Alta hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an 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 Alta 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, Alta 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) Alta 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. Alta Will Pay \$2,000,000 as the Gross Settlement Amount (Gross Settlement). Alta 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 attorneys' 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, Alta will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. 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 \$666,666.67 [one-third] of the Gross Settlement to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class, as well as \$7,500 in exchange for signing a full release and Civil Code § 1542 waiver and foregoing the right to bring separate individual claims. These will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$14,000 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000 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 Alta are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to non-wage damages and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Alta 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 Alta 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.

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 be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

5. 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 [45 days after mailing of notice], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [45 days after mailing of notice] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their 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 Alta.

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 Alta based on the PAGA Period facts alleged in the Action.

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Alta have agreed that, in either case, the Settlement will be void: Alta will not pay any money and Class Members will not release any claims against Alta.

7. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (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.
8. Participating Class Members’ Release. After the Judgment is final and Alta 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 Alta or related entities for wages and PAGA penalties based on facts and claims, 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 the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaints, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay; (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse for business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to pay wages upon termination; (g) violations of the California Business & Professions Code §§ 17200 et seq. These claims include, but are not limited to, California Labor Code sections 200, 201-203, 204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200 et seq. (“Released Class Claims”). The Released Class Claims extend to all theories of relief regardless of whether the claim is, was or could have been alleged under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California’s Business and Professions Code section 17200), and includes all types of relief available for the above-referenced claims, including, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The operative release period for the Released Class Claims is the Class Period.

9. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Alta has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Alta, 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 Alta or its related entities based on the 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 Aggrieved Employees (whether they are Participating Class Members or Non-Participating Class Members) 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 all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 et seq., that were alleged, or reasonably could have been alleged, based on the allegations, the facts, and/or legal theories under PAGA contained in the Complaints and the and in Plaintiff's PAGA Notice to the LWDA (including any amendments thereto), including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay; (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse for business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to pay wages each pay period and upon termination ("Released PAGA Claims"). The Released PAGA Claims include, but are not limited to, California Labor Code sections 200, 201-203, 204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and all related provisions of the California Code of Regulations, and the California Industrial Wage Orders. The Released PAGA Claims do not release any potential claims for wages or statutory penalties, but does not otherwise alter the release provide if the aggrieved employee is also a Participating Class Member.

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 \$12,500 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 Alta records, are stated in the first page of this Notice. You have until [45 days after mailing of notice] 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 Alta's calculation of Workweeks and/or Pay Periods based on Alta'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 Alta's 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 *Virginia Alvarado v. Alta Resources Corp.* (Case No. CIVSB2304861), 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 [45 days after mailing of notice], 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 Alta are asking the Court to approve. At least 16 court days before the [TBD] 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 [TBD] or the Court's website (<https://cap.sb-court.org/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 [45 days after mailing of notice]**. 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 *Virginia Alvarado v. Alta Resources Corp.* (Case No. CIVSB2304861) and include your name, current address, telephone number and approximate dates of employment for Alta 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 [TBD] at [TBD], in Department S17 of the San Bernardino Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415. 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 remotely. Check the Court's website for the most current information (<https://www.sb-court.org/general-information/remote-access>).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [TBD] 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 Alta 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 [TBD] website at [TBD]. You can also telephone or send an email to the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://cap.sb-court.org/search> and entering the Case Number for the Action, Case No. CIVSB2304861. You can also make an appointment to personally review court documents in the Clerk's Office at San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415 by calling (909) 708-8678.

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

Settlement Administrator:

Name of Company: Phoenix Settlement Administrators

Email Address: [text]

Mailing Address: [text]

Telephone: [text]

Fax Number: [text]

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 should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.