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

CONRAD MARTINEZ, individually, and on  
behalf of other members of the general public  
similarly situated and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act;  
CHARLENE RUEDAS, individually, and on  
behalf of other members of the general public  
similarly situated; WILLIAM YOUAKUM,  
individually, and on behalf of other members  
of the general public similar situated;

Plaintiffs,

vs.

SOLID SOLUTIONS 24/7, INC., a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 34-2020-002286636-CU-OE GDS

Honorable Laurie A. Damrell  
Department 22

**CLASS ACTION**

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

Date: June 7, 2024  
Time: 9:00 a.m.  
Department: 22

Complaint Filed: October 6, 2020  
FAC Filed: April 6, 2023  
SAC Filed: April 3, 2024  
Trial Date: None Set

1 This matter has come before the Honorable Laurie A. Damrell in Department 22 of the  
2 Superior Court of the State of California, for the County of Sacramento, on June 7, 2024, at 9:00  
3 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*  
4 Justice, PC appears as counsel for Plaintiffs Conrad Martinez, Charlene Ruedas, and William  
5 Youakum (collectively, "Plaintiffs" or "Class Representatives"), individually and on behalf of all  
6 others similarly situated and other aggrieved employees and Weintraub, Tobin, Chediak, Coleman,  
7 Grodin Law Corporation appears as counsel for Defendant Solid Solutions 24/7, Inc. ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
13 Settlement (Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to  
14 the Declaration of Selena Matavosian in Support of Plaintiffs' Motion for Preliminary Approval of  
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within  
16 the range of possible approval as fair, adequate, and reasonable.

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

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

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1           4.           The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Costs, Class Representative Enhancement Payments, PAGA Payment,  
3 Settlement Administration Costs, and payments to the Settlement Class Members and PAGA  
4 Members provided thereby, appear to be within the range of reasonableness of a settlement that  
5 could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary  
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary  
7 settlement awards made available to the Class Members and PAGA Members are fair, adequate, and  
8 reasonable when balanced against the probable outcome of further litigation relating to certification,  
9 liability, and damages issues.

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

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

22           All current and former hourly-paid or non-exempt employees of Defendant  
23           employed within the State of California at any time during the period from  
24           October 6, 2016, to November 30, 2023.

24           7.           The Court provisionally appoints Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh,  
25 Yasmin Hosseini, and Selena Matavosian of Lawyers *for* Justice, PC as counsel for the Class ("Class  
26 Counsel").

27           8.           The Court provisionally appoints Plaintiffs Conrad Martinez, Charlene Ruedas, and  
28 William Youakum as the representatives of the Class ("Class Representatives").

1           9.           The Court provisionally appoints Phoenix Class Action Administration Solutions  
2 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

3           10.          Within fifteen (15) calendar days of the date on which the Court enters this Order,  
4 Defendant shall provide the Settlement Administrator with the following information about each  
5 Class Member and PAGA Member: (1) last known full name; (2) most recent mailing address; (3)  
6 last known telephone number; (4) Social Security Number; (5) start and end dates of employment  
7 by Defendant as an hourly-paid or non-exempt employee in California during the Class Period and  
8 PAGA Period; (6) start and end dates of employment by Defendant during the period from October  
9 6, 2016 to July 7, 2022 as an hourly-paid or non-exempt employee in California; (7) start and end  
10 dates of employment by Defendant during the period from October 6, 2016 to December 6, 2022 as  
11 an hourly-paid or non-exempt employee in California; and (8) any other information required by the  
12 Settlement Administrator to effectuate the terms of this Settlement Agreement (collectively, “Class  
13 List”), in conformity with the Settlement Agreement.

14          11.          The Court approves, both as to form and content, the Notice of Class Action  
15 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided  
16 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the  
17 Class Notice appears to fully and accurately inform the Class Members of all material elements of  
18 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a  
19 Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them,  
20 and of each Settlement Class Member’s right and opportunity to object to the Class Settlement by  
21 submitting a Notice of Objection to the Settlement Administrator. The Court further finds that  
22 distribution of the Class Notice substantially in the manner and form set forth in the Settlement  
23 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this  
24 Order, meet the requirements of due process and shall constitute due and sufficient notice to all  
25 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class  
26 Notice in English by First-Class U.S. mail to all Class Members within fifteen (15) calendar days of  
27 receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

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1           12.           The Court hereby preliminarily approves the proposed procedure, set forth in the  
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
3 choose to be excluded from the Class Settlement by submitting a timely and valid Request for  
4 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement  
5 Administrator, postmarked no later than the date which is sixty (60) calendar days after the Class  
6 Notice is initially mailed to Class Members by the Settlement Administrator (“Response Deadline”),  
7 or, in the case of a re-mailed Class Notice, the Response Deadline for that Class Member shall be  
8 extended by fifteen (15) calendar days. Any such person who timely and validly chooses to opt out  
9 of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class  
10 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or  
11 comment thereon. Nevertheless, all current and former hourly-paid or non-exempt employees of  
12 Defendant employed within the State of California at any time during the period from April 3, 2022  
13 to November 30, 2023 (“Aggrieved Employees”) will be bound by the PAGA Settlement and will  
14 be issued their Individual PAGA Payment, irrespective of whether they submit a Request for  
15 Exclusion. Class Members who do not submit a timely and valid Request for Exclusion from the  
16 Class Settlement (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and  
17 any final judgment based thereon.

18           13.           A Final Approval Hearing shall be held before this Court on  
19 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  
20 Department 22 of the Superior Court of California for the County of Sacramento, located at 720 9th  
21 Street, Sacramento, California 95814, to determine all necessary matters concerning the Settlement,  
22 including: whether the proposed settlement of the action on the terms and conditions provided for in  
23 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether  
24 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation  
25 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class  
26 Members and PAGA Members; and determine whether to finally approve the requests for the  
27 Attorneys’ Fees and Costs, Class Representative Enhancement Payments, Settlement  
28 Administration Costs, and allocation for the PAGA Payment.

1           14.       Class Counsel shall file a motion for final approval of the Settlement and for  
2 Attorneys' Fees and Costs, Class Representative Enhancement Payments, Settlement  
3 Administration Costs, and allocation for PAGA Payment, along with the appropriate declarations  
4 and supporting evidence, including the Settlement Administrator's declaration, by  
5 \_\_\_\_\_, to be heard at the Final Approval Hearing.

6           15.       To object to the Class Settlement, a Class Member must submit their Notice of  
7 Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
8 Objection must be signed and must contain the information that is required, as set forth in the Class  
9 Notice, including and not limited to the grounds for the objection. Settlement Class Members may  
10 also present their objection orally at the Final Approval Hearing, regardless of whether they have  
11 submitted a Notice of Objection.

12          16.       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.

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

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

5       **IT IS SO ORDERED.**

6  
7       Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
The Honorable Laurie A. Damrell  
Judge of the Superior Court

# **EXHIBIT 1**



CALIFORNIA SUPERIOR COURT, COUNTY OF SACRAMENTO  
Conrad Martinez, Charlene Ruedas, and William Youakum v. Solid Solutions 24/7, Inc.  
Case No. 34-2020-00286636-CU-OE-GDS

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you, and you are not being sued.  
However, your legal rights are affected by whether you act or don't act.*

**TO: All current and former hourly-paid or non-exempt employees of Solid Solutions 24/7, Inc. employed within the State of California at any time during the period from October 6, 2016 to November 30, 2023.**

On [REDACTED], the California Superior Court for the County of Sacramento granted preliminary approval to a proposed settlement of the above-captioned action (the "Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Class Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and former hourly-paid or non-exempt employees of Solid Solutions 24/7, Inc. employed within the State of California at any time from October 6, 2016 to November 30, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

**WHAT INFORMATION IS IN THIS NOTICE**

|                                                                                      |        |
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### **1. Why Have I Received this Notice?**

The personnel records of Solid Solutions 24/7, Inc. (“Defendant”) indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Class Claims from the time period from October 6, 2016 to November 30, 2023 (the “Class Period”) and all PAGA Members’ Released PAGA Claims from the time period from April 3, 2022 to November 30, 2023 (the “PAGA Period”), as described in Section No. 9 below.

A Preliminary Approval Hearing was held on [REDACTED], 2024, in the Superior Court of California, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [REDACTED], before Hon. [REDACTED], in the Superior Court of California, County of Sacramento, located at 720 9<sup>th</sup> Street, Sacramento, California 95814, Department [REDACTED].

### **2. What Is this Case About?**

On October 6, 2020, Plaintiffs Conrad Martinez and Charlene Ruedas filed a Class Action Complaint for Damages in the Sacramento County Superior Court, thereby commencing the action entitled *Conrad Martinez, et al. v. Solid Solutions 24/7, Inc.*, Case No. 34-2020-00286636-CU-OE-GDS, alleging the following causes of action: (1) Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code section 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code section 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code section 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business and Professions Code section 17200, et seq. on behalf of a putative-class of all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the period from October 6, 2016 to November 30, 2023. On April 5, 2023, Plaintiffs Conrad Martinez, Charlene Ruedas, and William Youakum (together, “Plaintiffs”) filed the First Amended Class Action Complaint for Damages, thereby adding Plaintiff William Youakum to the Action. On April 3, 2024, Plaintiffs filed the Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2689, Et Seq., thereby adding a cause of action under the Private Attorneys General Act (“PAGA”) on behalf of Plaintiff Conrad Martinez.

On July 7, 2022, Plaintiffs and Defendant (collectively, the “Parties”) attended mediation with a respected class action mediator, Jill R. Sperber, Esq., on the claims alleged in the Action. As a result, the Parties were able to reach a settlement of the Action and have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class.

### **3. Am I a Class Member?**

You are a Class Member if you are currently or were formerly employed as an hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from October 6, 2016 to November 30, 2023.

### **4. How Does this Class Action Settlement Work?**

In this Action, Plaintiffs sued on behalf of themselves and all other similarly situated individuals who were employed as hourly-paid or non-exempt employees of Defendant within the State of California at any time from October 6, 2016

through November 30, 2023. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members.” The Settlement of this Action resolves the Released Class Claims (defined in Section No. 9 below) of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below, and the Released PAGA Claims (defined in Section No. 9 below) of all PAGA Members.

Plaintiffs and Plaintiffs’ counsel (also, “Class Counsel”) believe the Settlement is fair, reasonable, and adequate. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with copies free of charge.

#### **5. *Who Are the Attorneys Representing the Parties?***

| <b>Attorneys for Plaintiffs and the Class</b>                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Lawyers for Justice, PC</b><br>Edwin Aiwarzian<br>Arby Aiwarzian<br>Joanna Ghosh<br>Yasmin Hosseini<br>Selena Matavosian<br>410 West Arden Avenue, Suite 203<br>Glendale, California 91203<br>Telephone: (818) 265-1020 / Fax: (818) 265-1021 |

The Court has decided that Lawyers for Justice, PC is qualified to represent you and all other Class Members simultaneously. Class Counsel are working on your behalf. If you want your own attorney, you may hire one at your own cost.

#### **6. *What Are My Options?***

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

**Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.**

- **DO NOTHING:** If you do nothing and the Court grants Final Approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Payment and/or Individual PAGA Payment based on the total number of Workweeks you were employed as a hourly-paid or non-exempt employee of Defendant in California during the Class Period and/or PAGA Period. You will release all the Released Class Claims and/or Released PAGA Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Class Claims and/or Released PAGA Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants Final Approval of the Settlement, you will not receive an Individual Settlement Payment, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Class Claims as defined in Section No. 9 below.
- **OBJECT:** You may mail a legal objection to the proposed Class Settlement. If you would like to object, you may not opt out of this Class Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from this Settlement?” and “How Do I Object to the Settlement?”

**Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.**

**7.     *How Do I Opt Out or Exclude Myself from this Settlement?***

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (i.e., “opt out”) by submitting a letter indicating a request to be excluded from the Class Settlement (“Request for Exclusion”). The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion from the Class Settlement; (c) clearly state the name of this case, the case number, and that the Class Member does not wish to be included in the Class Settlement; (d) be returned by mail to the Settlement Administrator; and (e) be postmarked on or before the Response Deadline. If you opt out of the Class Settlement, you will not be releasing the claims set forth in Section No. 9. If you opt out of the Class Settlement, the amount to be paid by Defendant will not decrease and will remain the same. The Request for Exclusion must be signed, dated, and mailed by first-class U.S. Mail, **postmarked no later than [REDACTED]** (“Response Deadline”) to: **SOLID SOLUTIONS 24/7, INC. SETTLEMENT ADMINISTRATOR C/O [REDACTED] CLASS ACTION ADMINISTRATION SOLUTIONS**. You cannot exclude yourself by phone.

**Eligible PAGA Members May Not Opt Out of PAGA Settlement.** Notwithstanding the foregoing, you do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the Released PAGA Claims, described in Paragraph 45 of the Settlement Agreement. If you submit a valid and timely Request for Exclusion, you will still receive your share of the Individual PAGA Payment and will release the Released PAGA Claims.

If you received a re-mailed Class Notice, whether by skip-trace or by request, you will have an additional fifteen (15) calendar days from the original Response Deadline. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

**8.     *How Do I Object to the Settlement?***

If you are a Class Member who does not opt out of the Class Settlement, you may object to the Class Settlement, personally or through an attorney, by mailing a written objection to the Class Settlement (“Notice of Objection”) to the Settlement Administrator at [REDACTED] by [REDACTED]. The Notice of Objection must: (a) include the objecting Class Member’s full name, signature, address, telephone number, and the last four digits of their Social Security Number; (b) include the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual grounds supporting the objection; (d) list any identifying witness(es) the objecting Class Member may call to testify at the Final Approval Hearing; (e) clearly reference the title of the Action and case number; (f) include true and correct copies of any exhibit(s) the objecting Class Member intends to offer at the Final Approval Hearing; (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing; (h) state the full name, address, and telephone number of any attorney representing the objecting Class Member with respect to his or her objection; (i) be returned by mail to the Settlement Administrator; and (j) be postmarked on or before the Response Deadline.

Class Members may appear at the Final Approval Hearing, either in person or through the objecting Class Member’s own counsel and orally object to the Settlement. Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, the Notice of Objection must be mailed to the Settlement Administrator postmarked on or before [REDACTED].

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

**9.     *How Does this Settlement Affect My Rights? What Are the Released Claims?***

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties (as defined below) any and all Released Class Claims (as defined below).

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff Conrad Martinez, the State of California, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties any and all Released PAGA Claims (as defined below).

“Released Class Claims” means all claims under state, federal, or local law, alleged in the Operative Complaint or that could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including but not limited to claims for violations of California Labor Code, Industrial Welfare Commission Wage Orders, California Business and Professions Code section 17200, *et seq.*, regulations, and/or other provisions of law for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California Business and Professions Code section 17200, *et seq.* based on the afore-referenced claims.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code section 2698, *et seq.*), arising out of the facts alleged in Plaintiff’s PAGA Notice, arising during the PAGA Period, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

“Released Parties” means Defendant, its parents and all of its subsidiaries, related, and affiliated entities, and each of their respective past and present executive-level employees, officers, directors, administrators, attorneys, owners, shareholders, members, partners, insurers, agents, and all of their respective successors and assigns.

## **10. How Much Can I Expect to Receive from this Settlement?**

The total maximum amount that Defendant could be required to pay under the Settlement Agreement shall be up to Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) (“Maximum Settlement Amount”). The “Net Settlement Amount” means the portion of the Maximum Settlement Amount remaining after deduction of (1) the Class Representative Enhancement Payments to Plaintiffs in an amount of up to \$10,000.00 each for the prosecution of the Action, undertaking the risk of paying attorneys’ fees and costs in the event the Action had not successfully resolved, and a general release of all claims (together \$30,000.00); (2) Settlement Administration Costs to the Settlement Administrator, which is estimated not to exceed \$10,000.00; (3) the PAGA Payment totaling \$50,000.00, of which seventy-five percent (75%) shall be paid to the Labor and Workforce Development Agency (“LWDA”), and twenty-five percent (25%) shall be distributed to all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the period from April 3, 2022 to November 30, 2023 (“PAGA Members”), on a *pro rata* basis; (4) the Attorneys’ Fee award to Class Counsel in an amount not to exceed \$152,250.00 (35% of the Maximum Settlement Amount); and (5) the Attorneys’ Costs award to Class Counsel, which is estimated not to exceed \$15,000.00.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Settlement Class Members.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was employed by Defendant as an hourly, non-exempt employee in California at any time during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share. Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement, concludes, based upon the calculation above, your approximate share of the Net Settlement Amount is as follows: \$ [REDACTED], less taxes. This is based on Defendant's records, which show you worked [REDACTED] Workweeks during the Class Period.

If you believe the number of eligible Workweeks with which you have been credited is incorrect, you must provide documentation and/or an explanation showing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. If you do not provide documents and/or an explanation supporting your challenge, the number of Workweeks reported in Defendant's records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Class Counsel and counsel for Defendant will review any evidence submitted and will make a final determination as to the number of eligible workweeks with which you will be credited.

Twenty percent (20%) of your Individual Settlement Share will be treated as wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Share will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

Upon the Effective Date, Defendants are expected to fund the Maximum Settlement Amount of Four Hundred Thirty-Five Thousand Dollars (\$435,000.00). "Effective Date" means the date on which all of the following events have occurred: (i) this Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (ii) the Court has granted Preliminary Approval of the Settlement; (iii) the Class Notice has been mailed to the Class Members and PAGA Members, providing them with an opportunity to object to the terms of the Class Settlement or to opt out of the Class Settlement; (iv) the Court has held a formal fairness hearing and, having heard no objections to the Class Settlement, entered a Final Approval Order and Judgment certifying the Class, and approving this Settlement Agreement; and (v) only in the event that there are written objections filed prior to the formal fairness hearing which are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval Order and Judgment approving the Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's Final Approval Order and Judgment approving the Settlement Agreement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Court's Final Approval Order and Judgment approving the Settlement Agreement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

Within seven (7) calendar days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) LWDA Payment to the LWDA; (c) Class Representative Enhancement Payments to Plaintiffs; (d) Attorneys' Fees and Costs to Class Counsel; and (e) Settlement Administration Costs to the Settlement Administrator.

It is strongly recommended that upon receipt of your Individual Settlement Payment, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the checks will be canceled and funds leftover in the Qualified Settlement Fund will be paid to Legal Aid Foundation of Los Angeles.

## **11. What Is the PAGA Payment and Am I Eligible for It?**

Under the terms of the Settlement, fifty thousand dollars (\$50,000.00) of the Maximum Settlement Amount has been set aside as the PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Pursuant to PAGA, the LWDA shall be paid 75% or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) of the PAGA Payment (i.e., LWDA Payment), and 25% or Twelve Thousand Five Hundred Dollars (\$12,500.00) of the PAGA Payment will be distributed to PAGA Members ("PAGA Member Amount").

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount ("Individual PAGA Payment") based on the PAGA Members' number of Workweeks during the PAGA Period.

The Settlement Administrator has divided the PAGA Member Amount by the total Workweeks of all PAGA Members during the PAGA Period to yield the "PAGA Workweek Value" and multiplied each PAGA Member's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).



Within seven (7) calendar days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue Individual PAGA Payments to PAGA Members.

You are a “PAGA Member” eligible to share in the PAGA Payment under the Settlement if you are a current and former hourly-paid or non-exempt employee of Defendant employed within the State of California at any time during the period from April 3, 2022 to November 30, 2023 (“PAGA Period”).

Based on the total number of Workweeks during the PAGA Period during which you were employed, your Individual PAGA Payment is estimated to be \$ [REDACTED]. This is based on Defendant’s records, which show you worked [REDACTED] Workweeks during the PAGA Period.

If you believe the number of eligible Workweeks with which you have been credited is incorrect, you must provide documentation and/or an explanation showing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. If you do not provide documents and/or an explanation supporting your challenge, the number of Workweeks reported in Defendant’s records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Class Counsel and counsel for Defendant will review any evidence submitted and will make a final determination as to the number of eligible pay periods with which you will be credited.

Because these penalties can only be sought by California, you cannot exclude yourself from the PAGA Settlement if the Court gives Final Approval.

It is strongly recommended that upon receipt of your Individual PAGA Payment, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the checks will be canceled and funds leftover in the Qualified Settlement Fund will be paid to Legal Aid Foundation of Los Angeles.

If you are not a PAGA Member, this Section does not apply to you.

#### ***12. How Will the Attorneys for the Class and the Class Representative Be Paid?***

The attorneys for Plaintiffs and the Class will be paid from the Maximum Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed 35% of the Maximum Settlement Amount (or \$152,250.00) for attorneys’ fees and a reasonable amount of the Maximum Settlement Amount for litigation costs, which are anticipated not to exceed \$15,000.00. Defendant has paid all their own attorneys’ fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also each be paid a Class Representative Enhancement Payment, subject to Court approval.

#### ***13. Final Approval Hearing***

The Court will hold a Final Fairness and Approval Hearing concerning the proposed Settlement on [REDACTED], before Honorable [REDACTED], in the Superior Court of California, County of Sacramento, located at 720 9<sup>th</sup> Street Sacramento, CA 95814, Department [REDACTED], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorney’s Fees and Costs to Class Counsel, Class Representative Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website [REDACTED].

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel, listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the “Solid Solutions 24/7, Inc. class action settlement.”

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Sacramento County Superior Court at 720 9<sup>th</sup> Street Sacramento, CA 95814 between 8:30 a.m. and 4:00 p.m.

You may also contact Class Counsel. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**