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on behalf of others similarly situated

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

GARY HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

SOCIAL SCIENCE SERVICES, INC. dba
CEDAR HOUSE LIFE CHANGE CENTER, a
California nonprofit corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CVRI2303875
Related Case No. CVRI2403412

*Assigned for all purposes to:
Hon. Harold W. Hopp, Dept. 1*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 5, 2025
Time: 8:30 a.m.
Dept.: 1

Reservation 705529948351

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Gary Hernandez, Jasmine Aikens, and Christopher Alaniz
3 Jr.'s ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement ("Motion"), the
4 Declaration of John G. Yslas, Plaintiffs declaration, and the Class Action and PAGA Settlement
5 Agreement and Class Notice ("Settlement Agreement"), and good cause appearing, the Court
6 finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiff and Defendant Social Science
11 Services, Inc. dba Cedar House Life Change Center ("Defendant") attached to the Declaration
12 of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action
13 Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$335,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
19 a \$15,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
20 which (\$11,250.00) will be paid to the State of California, Labor & Workforce Development
21 Agency and 25% of which (\$3,750.00) will be paid to eligible Aggrieved Employees; (c) Class
22 Representative service payment of up to \$10,000.00 to each Plaintiff; (d) Class Counsel's
23 attorneys' fees, not to exceed one-third of the Gross Settlement Amount (i.e., \$111,666.67),
24 and up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
25 Settlement Administration Costs of up to \$9,250.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the Class Representatives' enhancement awards should be
14 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): "means all current and former non-exempt employees of Defendant in the State
18 of California during the Class Period."

19 6. "Class Period" means the period from July 31, 2019 through June 12, 2025.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiffs. The Court further preliminarily approves Plaintiffs' ability to request a Class
2 Representative Service Payment up to \$10,000.00 to each Plaintiff.

3 9. The Court appoints, for settlement purposes only, John G. Yslas, Eugene
4 Zinovyev, John Brown, Emily Borman, Lisa B. Iturriaga, and Gabriella Solé of Wilshire Law
5 Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability
6 to request attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., \$111,666.67),
7 and costs not to exceed \$25,000.00.

8 10. The Court appoints Phoenix Class Action Administrators as the Settlement
9 Administrator with reasonable administration costs estimated not to exceed \$9,250.00. The
10 Settlement Administrator shall perform all of the duties as set forth in the Settlement.

11 11. The Court approves, as to form and content the Class Notice, attached to the
12 Settlement Agreement (and also attached to this proposed order as **Exhibit A**). The Court finds
13 on a preliminary basis that plan for distribution of the Notice to Settlement Class Members
14 satisfies due process, provides the best notice practicable under the circumstances, and shall
15 constitute due and sufficient notice to all persons entitled thereto.

16 12. The Class Notice shall be accompanied by an Objection Form that Class Members
17 may but are not obligated to use (attached to this proposed order as **Exhibit B**). Objections shall
18 be submitted to the Administrator. If Objections are submitted, the Settlement Administrator
19 shall submit the Objections to the Court by a declaration filed concurrently with Plaintiffs'
20 Motion for Final Approval, authenticating a copy of every Objection received by the
21 Administrator.

22 13. The Class Notice shall also be accompanied by a Request for Exclusion Form
23 (attached to this proposed order as **Exhibit C**) that Class Members may but are not obligated to
24 use. Requests for Exclusion shall be submitted to the Settlement Administrator. The Settlement
25 Administrator shall file a declaration concurrently with Plaintiffs' Motion for Final Approval,
26 authenticating a copy of every Exclusion Form received by the Administrator.

27 14. The Parties are ordered to carry out the Settlement according to the terms of the
28 Settlement Agreement.

1 15. Any Class Member who does not timely and validly request exclusion from the
2 Settlement may object to the Settlement Agreement.

3 16. The Court orders the following Implementation Schedule:

4 EVENT:	5 DEADLINE:
6 Defendant to provide Class List to the 7 Settlement Administrator	8 15 days after MPA hearing
9 Settlement Administrator to mail the Notice 10 Packets	11 14 days after receipt of Class Data
12 Class Member Response Deadline	13 60 days after mailing Notice to Class
14 Class Member Deadline to Object	15 60 days after mailing Notice to Class
16 Deadline for Administrator to Submit 17 Declaration in Support of Motion for Final 18 Approval	19 14 days before the last day to file Plaintiffs' 20 Motion for Final Approval, Request for 21 Attorney's Fees and Costs, and Service 22 Awards to Plaintiffs
23 Deadline to file Motion for Final Approval, 24 Request for Attorney's Fees and Costs, and 25 Service Awards to Plaintiffs	26 16 court days before the calendared Final 27 Approval Hearing
28 Final Approval Hearing	January 29, 2026 at 8:30 a.m. [or _____ a.m.]

17. The Court further ORDERS that, pending further order of this Court, all
proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Harold W. Hopp
Riverside County Superior Court

EXHIBIT A

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

*Gary Hernandez, et al. v. Social Science Services, Inc. dba Cedar House Life Change Center Corp.,
Riverside County Superior Court, Case Nos. CVRI2303875*

***The Riverside County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuits (“Actions”) against Social Science Services, Inc. dba Cedar House Life Change Center Corp. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employees, Gary Hernandez, Jasmine Aikens, and Christopher Alaniz Jr. and seek (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (August 23, 2022 through June 12, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (August 23, 2022 through June 12, 2025) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’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 during either period, you can submit a challenge by the deadline date.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Social Science Services, Inc. dba Cedar House Life Change Center Corp. at some point(s) between August 23, 2022 through June 12, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is August 23, 2022 through June 12, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Riverside County Superior Court. The case is titled *Gary Hernandez, et al. v. Social Science Services, Inc. dba Cedar House Life Change Center Corp.*, Case Nos. CVRI2303875 (lead) and CVRI2403412. The people who sued, Gary Hernandez, Jasmine Aikens, and

Christopher Alaniz, Jr. are the Plaintiffs, and the company sued, Social Science Services, Inc. dba Cedar House Life Change Center Corp., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuits allege wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200 et seq. On June 17, 2024, Plaintiff Hernandez filed his separate PAGA Representative Complaint in the Riverside Superior Court on behalf of the State of California and other aggrieved persons for PAGA penalties stemming from Defendant's failure to pay for all hours worked, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to produce requested employment records. On August 2, 2024, Plaintiff Hernandez filed a First Amended Complaint in the PAGA Action to add Jasmine Aikens, and Christopher Alaniz Jr. to his PAGA claim. Defendant denies Plaintiffs' claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendant on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendant thinks that Plaintiffs' lawsuits would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs' lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes all current and former non-exempt employees of Defendant in the State of California at any time from August 23, 2022 through June 12, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$335,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$111,666.67 and reimbursement for reasonable costs not to exceed \$25,000.00; Enhancement Award of \$10,000.00 to each Plaintiff (for Plaintiffs’ work and efforts prosecuting this case), not to exceed \$30,000.00 total; a PAGA Penalties payment of \$15,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Phoenix Settlement Administrators, Inc., not to exceed \$9,250.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **XXXXXX**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$15,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$11,250.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$3,750.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (August 23, 2022 through June 12, 2025). Eighty-five percent (85%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and fifteen percent (15%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 15% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from August 23, 2022 to June 12, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA

Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

9. HOW DO I CHALLENGE MY WORKWEEK AND/OR PAY PERIOD COUNT?

To dispute the number of workweeks and/or pay periods provided above, you must contact the Settlement Administrator and provide any supporting documentation. In the absence of contrary documentation, the Settlement Administrator will presume the workweek and pay period count is correct. To challenge your workweek and pay period count, you must contact the Settlement Administrator no later than [45 days after Class Notice is Mailed]. You may contact Settlement Administrator at:

[INSERT]

Social Science Services, Inc. dba Cedar House Life Change Center Settlement

XXXXX

City, State, XXXXX

Email:

Fax:

HOW YOU GET A PAYMENT

10. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

11. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 45 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

12. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and each of its subsidiaries, affiliates, shareholders, owners, members, agents, officers, predecessors, successors and assigns. ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The "Released Class Claims" means those claims alleged in the operative complaint as well as all claims that could have been pled arising out of the same operative facts during the Class Period.

Released PAGA Claims: means those claims alleged in the PAGA notice(s) as well as all claims that could have been pled arising out of the same operative facts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT]
Social Science Services, Inc. dba Cedar House Life Change Center Corp. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (August 23, 2022 through June 12, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

14. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

15. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

16. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
eugene Zinovyev
Eugene.zinovyev@wilshirelawfirm.com
john Brown
John.brown@wilshirelawfirm.com
Gabriella Solé
gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

17. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$111,666.67 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to each Plaintiff in the amount of \$10,000.00 (not to exceed \$30,000.00 total) in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

18. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

[INSERT]
Social Science Services, Inc. dba Cedar House Life Change Center Corp. Settlement

XXXXX
City, State, XXXXX
Email:
Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

19. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

20. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

21. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

22. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

23. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 16 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800-XXXX-XXXX, or you can write to the Administrator at the following address:

[INSERT]
Social Science Services, Inc. dba Cedar House Life Change Center Corp. Settlement
XXXXX
City, State, XXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR SOCIAL SCIENCE SERVICES, INC. DBA CEDAR HOUSE LIFE CHANGE CENTER CORP.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT B

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release whatever rights you may currently have.

To be valid, your Objection Form must (a) include your full name, address, last four digits of your Social Security number, and dates of employment, (b) include the nature and basis for your objection, (c) be signed by you, and (d) be returned to the Settlement Administrator via fax, e-mail, or U.S. Mail on or before _____, 2025.

I object to the settlement in *Hernandez v. Social Science Services, Inc.* because _____

Dated: _____

Signature: _____

Last Four Digits of SSN: _____

Printed Name: _____

Please attach copies (not originals) of any supporting documents you have. The Settlement Administrator may contact you for further information.

What is the Settlement Administrator's address?

Hernandez v. Social Science Services, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
T: (800) 523-5773
F: _____
E-mail: _____

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Objection Form

Questions? Please call the Settlement Administrator at 1-800-523-5773

PLEASE DO NOT CALL THE COURT ABOUT THIS FORM

EXHIBIT C

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

EXCLUSION REQUEST FORM

Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must (a) include your full name, address, and last four digits of your Social Security number, (b) be signed by you, and (c) be returned to the Settlement Administrator via fax, e-mail, or U.S. Mail on or before _____, 2025.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *HERNANDEZ V. SOCIAL SCIENCE SERVICES, INC.* ACTION AND I WISH TO EXCLUDE MYSELF FROM THE SETTLEMENT REACHED IN THE MATTER OF *HERNANDEZ V. SOCIAL SCIENCE SERVICES, INC.* I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT REACHED IN THIS MATTER BUT MAY STILL BE ELIGIBLE FOR PAYMENT UNDER THE PORTION OF THE SETTLEMENT ALLOCATED UNDER PAGA.

Dated: _____

Signature: _____

Last Four Digits of SSN: _____

Printed Name: _____

What is the Settlement Administrator's address?

Hernandez v. Social Science Services, Inc.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
T: (800) 523-5773
F: _____
E-mail: _____

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Request for Exclusion Form

Questions? Please call the Settlement Administrator at 1-800-523-5773

PLEASE DO NOT CALL THE COURT ABOUT THIS FORM