

Miriam Schimmel (State Bar No. 185089)  
mschimmel@blackstonepc.com  
Joana Fang (State Bar No. 309623)  
jfang@blackstonepc.com  
Alexandra Rose (State Bar No. 329407)  
arose@blackstonepc.com  
Jared C. Osborne (State Bar No. 335968)  
josborne@blackstonepc.com  
**BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Alma Lopez

Arrash T. Fattahi (State Bar No. 333676)  
afattahi@wilshirelawfirm.com  
**WILSHIRE LAW FIRM, PLC**  
3055 Wilshire Boulevard, 12th Floor  
Los Angeles, California 90010  
Tel: (213) 381-9988 / Fax: (213) 381-9989

Attorneys for Plaintiff Jose Refugio Lopez Acevedo

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

ALMA LOPEZ and JOSE REFUGIO LOPEZ  
ACEVEDO, individually, and on behalf of  
other members of the general public similarly  
situated and aggrieved employees pursuant to  
the Private Attorneys General Act,

Plaintiffs,

vs.

ADVANCED MANUFACTURING AND  
DEVELOPMENT, INC. dba METALFX, a  
California corporation; and DOES 1 through  
25, inclusive,

Defendants.

Case No.: 23CV00673

Honorable Ann C. Moorman  
Department E

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

Date: June 20, 2025  
Time: 9:30 a.m.  
Dept.: E

Complaint Filed: July 25, 2023  
FAC Filed: September 28, 2023  
Trial Date: Not Set

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**[PROPOSED] ORDER**

On June 20, 2025 at 9:30 a.m. in Department E of the above-captioned Court located at Ukiah-Mendocino County Courthouse, 100 North State Street, Ukiah, California 95482, Plaintiffs Alma Lopez and Jose Refugio Lopez Acevedo's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Ann C. Moorman. Blackstone Law, APC appeared on behalf of Plaintiff Alma Lopez, Wilshire Law Firm appeared on behalf of Plaintiff Jose Refugio Lopez Acevedo, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of Defendant Advanced Manufacturing and Development, Inc. ("Defendant").

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

**IT IS HEREBY ORDERED THAT:**

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

1           4.       The Court preliminarily finds that the Settlement, including the allocations for the Class  
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives' Service  
3 Payments, LWDA PAGA Payment, Administration Expenses Payment, and payments to the  
4 Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement,  
5 appear to be within the range of reasonableness of a settlement that could ultimately be given final  
6 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted  
7 as part of the Settlement and preliminarily finds that the monetary settlement awards made available  
8 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced  
9 against the probable outcome of further litigation relating to certification, liability, and damages issues  
10 and are consistent with the requirements of California Labor Code § 2699(1).

11           5.       The Court concludes that, for settlement purposes only, the proposed Class meets the  
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
13 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
14 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
15 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'  
16 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately  
17 protect the interests of the members of the Class; (e) a class action is superior to other available  
18 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as  
19 counsel for Plaintiffs in their individual capacities and as the representatives 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 and/or non-exempt employees who worked for  
23 Defendant in the State of California at any time during the Class Period, but  
24 excluding those who signed either of the Arbitration Agreements.

25           7.       The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana  
26 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC and Arrash T. Fattahi of  
27 Wilshire Law Firm, PLC (collectively, "Class Counsel").

28           8.       The Court provisionally appoints Plaintiffs Alma Lopez and Jose Refugio Lopez  
Acedo as the representatives of the Class (together, "Class Representatives").

1           9.       The Court provisionally appoints ILYM Group, Inc. to handle the administration of the  
2 Settlement (“Administrator”).

3           10.      No later than fifteen (15) calendar days after entry of this Order, Defendant will provide  
4 a list in a formatted readable Microsoft Office Excel spreadsheet to the Administrator containing the  
5 following information for each Class Member and Aggrieved Employee: full name, last-known  
6 mailing address, Social Security number, number of Workweeks, and number of Pay Periods  
7 (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

8           11.      The Court approves, both as to form and content, the Court Approved Notice of Class  
9 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as  
10 **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the  
11 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform  
12 the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded  
13 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute  
14 the Workweeks and/or Pay Periods credited to each of them by submitting a challenge, and of each  
15 Participating Class Member’s right and opportunity to object to the Class Settlement by submitting a  
16 written objection to the Administrator. The Court further finds that distribution of the Class Notice  
17 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all  
18 other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process  
19 and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders  
20 the Administrator to mail the Class Notice in English and Spanish by First-Class U.S. Mail to all Class  
21 Members and Aggrieved Employees no later than ten (10) calendar days after receiving the Class Data,  
22 pursuant to the terms set forth in the Settlement Agreement.

23           12.      The Court hereby preliminarily approves the proposed procedure, set forth in the  
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
25 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
26 with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the  
27 date that is forty-five (45) calendar days after the Administrator mails the Class Notice to Class  
28 Members and Aggrieved Employees (“Response Deadline”), or, in the case of a re-mailed Class

1 Notice, the Response Deadline shall be extended fourteen (14) calendar days from the original  
2 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded  
3 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not  
4 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.  
5 Nevertheless, all Aggrieved Employees will release the Released PAGA Claims and be issued their  
6 Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class  
7 Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class  
8 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

9 13. A Final Approval Hearing shall be held before this Court on  
10 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department E of the Mendocino  
11 County Superior Court, located at Ukiah-Mendocino County Courthouse, 100 North State Street,  
12 Ukiah, California 95482, to determine all necessary matters concerning the Settlement, including:  
13 whether the proposed settlement of the action on the terms and conditions provided for in the  
14 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a  
15 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation  
16 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members  
17 and Aggrieved Employees; and determine whether to approve the requests for the Class Counsel Fees  
18 Payment, Class Counsel Litigation Expenses Payment, Class Representatives' Service Payments,  
19 LWDA PAGA Payment, and allocation for the PAGA Penalties.

20 14. Class Counsel shall file a motion for final approval of the Settlement and for the Class  
21 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives' Service  
22 Payments, and Administration Expenses Payment, along with the appropriate declarations and  
23 supporting evidence, including the Administrator's declaration, by  
24 \_\_\_\_\_, to be heard at the Final Approval Hearing.

25 15. To object to the Settlement, a Participating Class Member must submit their written  
26 objection to the Administrator on or before the Response Deadline. The written objection must be  
27 signed and must contain the information that is required, as set forth in the Class Notice, including and  
28 not limited to the grounds for the objection. Participating Class Members, individually or through

counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a written objection.

16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

19. The Action is stayed and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Ann C. Moorman  
Judge of the Superior Court

# **EXHIBIT 1**

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

*Alma Lopez v. Advanced Manufacturing and Development, Inc. dba METALfx,,  
Mendocino County Superior Court, Case Number 23CV00673*

*Jose Refugio Lopez Acevedo v. Advanced Manufacturing and Development, Inc.  
Mendocino County Superior Court, Case Number 23CV00822*

*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.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS CLASS NOTICE CAREFULLY.**

**You may be eligible to receive money** from employee class action lawsuits entitled *Alma Lopez v. Advanced Manufacturing and Development, Inc. dba METALfx*, Mendocino County Superior Court Case No. 23CV00673 and *Jose Refugio Lopez Acevedo v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior Court Case No. 23CV00822 (together, “Actions”) against Defendant Advanced Manufacturing and Development, Inc. dba METALfx (“Defendant”) for alleged wage and hour violations. The Actions were filed by Plaintiffs Alma Lopez and Jose Refugio Lopez Acevedo (together, “Plaintiffs”) and seek payment of (1) wages and other relief on behalf of all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period, but excluding those who signed arbitration agreements (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “Class Period” is the period from July 25, 2019 to **[October 26, 2024]**. The “PAGA Period” is the period from July 24, 2022 to **[October 26, 2024]**.

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

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 Class Payment or Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual Class Payment or Individual PAGA Payment under the Settlement because you did not work during the PAGA Period or are not a valid Class Member.)

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 Workweeks and/or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Class 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (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 Released Class Claims against Defendant, and as an Aggrieved Employee, you will give up your right to assert Released PAGA Claims against Defendant, as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue the Released Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Be Issued a Payment</b>                                                                                                                  | <p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA claims).</p> <p>Additional information is set forth below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Response Deadline is <span style="background-color: yellow;">          </span>.</b> | <p>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. <b>If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement.</b> 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 7 of this Class Notice.</p> <p>However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.</p> |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by the Response</b>         | <p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class 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 Plaintiffs who pursued the Actions on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>See Section 8 of this Class Notice.</p>                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Deadline</b><br>( )                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>You Can Participate in the Final Approval Hearing</b>                                                                                                  | <p>The Court will hold a Final Approval Hearing at ( ) on ( ), 2025 at the Mendocino County Superior Court, located at 100 N. State Street, Ukiah, California, in Department E before Judge Ann Moorman. The hearing may be rescheduled by the Court without further notice to you.</p> <p>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 Class Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.</p> |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by the Response Deadline</b><br>( ) | <p>The amount of your Individual Class Payment and Individual 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 Workweeks and number of Pay Periods you worked according to the Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by the Response Deadline. See Section 4 of this Notice.</p>                                                                                                           |

## 1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned actions pending in the Superior Court of the State of California, in and for the County of Mendocino (the "Court") has been reached between Plaintiffs and Defendant (the "Parties") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class and/or Aggrieved Employee.

## 2. What are these class action lawsuits about?

On July 25, 2023, Plaintiff Alma Lopez commenced a wage-and-hour class action by filing a complaint alleging causes of action against Defendant in the Superior Court of the State of California, County of Mendocino, Case No. 23CV00673. Plaintiff Alma Lopez's class action complaint alleges violations under the California Labor Code and Business and Professions Code for: (1) unpaid overtime; (2) unpaid minimum wages; (3) unpaid meal period premiums; (4) unpaid rest period premiums; (5) failure to provide accurate wage statements; (6) final wages not timely paid; (7) failure to reimburse necessary business expenses; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* On September 28, 2023, Plaintiff Alma Lopez amended her complaint to add causes for wages not timely paid during employment and civil penalties under the PAGA.

On August 31, 2023, Plaintiff Jose Refugio Lopez Acevedo commenced a wage-and-hour class action by filing a complaint alleging causes of action against Defendant in the Superior Court of the State of California, County of Mendocino, Case No. 23CV00822. Plaintiff Jose Lopez's class action alleges violations under the California Labor Code and Business and Professions Code 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; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.*

On XXX, Plaintiffs filed an amended complaint in Case No. 23CV00673 (the "Operative Complaint").

Defendant deny and dispute all such claims. Specifically, Defendant contends Plaintiffs and the Class Members were properly compensated for all wages under California law; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiffs or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Actions; and the Actions cannot be maintained as a class action nor a PAGA action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blackstone Law, APC and Wilshire Law Firm, PLC to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Actions now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly deny all liability.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement Amount") to fund the settlement of the Actions. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, the Administration Expenses Payment, the Class Representatives' Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within twenty-one (21) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The "Effective Date" means the date by when both of the following have occurred (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. Ten (10) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Participating Class Members and Individual PAGA Payments are made to Aggrieved Employees. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$8,000, for expenses, including without limitation, expenses of notifying the Class Members and Aggrieved Employees of the Settlement, processing opt outs, distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$200,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$30,000. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs and the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representatives' Service Payments. Class Representatives' Service Payments in the aggregate amount not to exceed Twenty Thousand Dollars (\$20,000). \$10,000 to each Plaintiff or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks he undertook.
- PAGA Penalties. A PAGA Penalties payment of \$25,000 to resolve the claim for civil penalties under PAGA, \$18,750 of which will be paid to the LWDA. The remaining \$6,250 will be distributed to the Aggrieved Employees based on their respective Pay Periods worked during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Individual Class Payments to Participating Class Members. After all of the payments of the court-approved Class Representatives' Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be at least \$ [REDACTED]. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's total number of Workweeks. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Aggrieved Employees: The Individual PAGA Payment for each Aggrieved Employee will be calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's total number of Pay Periods. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of Pay Periods will be based on Defendant's records, however, Aggrieved Employees have the right to challenge the number of Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Thirty-three percent (33%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Sixty-seven percent (67%) of each Individual Class Payment is in settlement of claims as non-wages, expense reimbursement, interest, and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also

not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and Aggrieved Employees. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

**Conditions of Settlement.** This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

#### **4. What Do I Release Under the Settlement?**

**Released Class Claims.** Effective on the date when Defendant fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members release the Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Actions during the Class Period, including, but not limited to, any and all claims 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 wages during employment; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to indemnify employees for expenditures; and (9) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* Except for the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

**Released PAGA Claims.** Effective on the date when Defendant fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees release the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the Actions during the PAGA Period, including, but not limited to, any and all claims 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 wages during employment; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to keep complete and accurate payroll records; and (9) failure to indemnify employees for expenditures

**Released Parties.** The "Released Parties" are Defendant and each of its former and present insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, exempt employees, officers, directors, agents, attorneys, administrators,, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.

#### **5. How much will my payment be?**

**Your Individual Class Payment:** Defendant's records reflect that you have << [REDACTED] >> Workweeks during the Class Period (July 25, 2019 to **October 26, 2024**). **Based on this information, your estimated Individual Class Payment is << [REDACTED] >>, minus applicable withholdings and deductions.**

**Your Individual PAGA Payment:** Defendant's records reflect that you have << [REDACTED] >> Pay Periods during the PAGA Period (July 24, 2022 to **October 26, 2024**). **Based on this information, your estimated Individual PAGA Payment is << [REDACTED] >>.**

Your Individual Class Payment and Individual PAGA Payment may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address and/or email address provided in this Class Notice no later than the Response Deadline, which is [REDACTED]. Any dispute should include credible written evidence and will be resolved by the Administrator.

#### **6. How can I get a payment?**

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc. [REDACTED], (800) [REDACTED].

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately one month after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement (800) [REDACTED]. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Legal Aid at Work. The Parties have selected Legal Aid at Work as the *cy pres* recipient.

#### **7. What if I don't want to be a part of the Class Settlement?**

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, Aggrieved Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class Settlement, you must mail or email to the Administrator, a written, signed Request for Exclusion postmarked or emailed no later than the Response Deadline which is [REDACTED]. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's full name, mailing address, telephone number, and last four digits of the Class Member's Social Security number. You must make the request yourself. If someone else makes the request for you other than your representative, it will not be valid.

Absent good cause found by the Court, written Requests for Exclusion that are postmarked or emailed after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I don't agree with the Class Settlement?**

Any Class Member who has not opted out and believes that the Class Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's full name, mailing address, telephone number, last four digits of the Class Member's Social Security number, and describe why you object to the Class Settlement. All written objections or other correspondence should also state the name and number of the case, which is *Alma and Jose Lopez v. METALfx*, in the Superior Court of the State of California, County of Mendocino, Case No. 23CV0673.

All written objections must be mailed or emailed to the Administrator no later than the Response Deadline, which is [REDACTED].

Alternatively, Participating Class Members may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel.

To object to the Class Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

#### **9. 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 E of the Superior Court of California, County of Mendocino, located at 100 N. State Street, Ukiah, California 95482, before Judge Ann Moorman. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed Settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

#### **10. How do I get more information about the Settlement?**

Administrator:

Name:

Email Address:

Mailing Address:

Telephone:

The contact information for Parties' counsel are as follows:

**Class Counsel:**

Jonathan M. Genish  
Miriam L. Schimmel  
Joana Fang  
Alexandra Rose  
Blackstone Law, APC  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, CA 90211  
Tel.: (310) 622-4278  
Emails: mschimmel@blackstonepc.com;  
jfang@blackstonepc.com; [arose@blackstonepc.com](mailto:arose@blackstonepc.com)  
Website: [www.blackstonepc.com](http://www.blackstonepc.com)

**Counsel for Defendant:**

Spencer C. Skeen  
Tim L. Johnson  
Cameron J. Davila  
Ogletree, Deakins, Nash, Smoak & Stewart,  
P.C.  
4660 La Jolla Village Drive, Suite 900  
San Diego, CA 92122  
Tel: 858-652-3100 / Fax: 858-652-3101  
Email: [cameron.davila@ogletree.com](mailto:cameron.davila@ogletree.com)  
Website: [www.ogletree.com](http://www.ogletree.com)

Arrash T. Fattahi

**WILSHIRE LAW FIRM**

3055 Wilshire Blvd., 12th Floor  
Los Angeles, CA 90010  
Tel: (213) 381-9988 / Fax: (213) 381-9989  
Email: [afattahi@wilshirelawfirm.com](mailto:afattahi@wilshirelawfirm.com)  
Website: <https://wilshirelawfirm.com/>

This Class Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement (“Agreement”). You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys’ fees, costs and service awards, the motion for final approval or other Settlement documents by going to **[ADMINISTRATOR WEBSITE]**. You may also get more details by examining the Court’s file via the Public Access site for the California Superior Court for the County of Mendocino <https://portal-camendocino.tylertech.cloud/Portal/> and entering the Case Number for the Lopez Action, Case No. 23CV00673. You can also personally review the court documents in the Clerk’s office at 100 North State Street, Ukiah, California 95482 during the hours of 8:30 a.m. – 3:00 p.m. Monday through Friday, excluding judicial holidays.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.