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

FOR THE COUNTY OF RIVERSIDE – HISTORIC COURT HOUSE

MARIA GLORIA ORDAZ, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

PLASCOR, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NUMBER: CVRI2306306

[Assigned for all purposes to the Honorable Harold W. Hopp, Department 1]

~~[PROPOSED~~] ORDER GRANTING PRELIMINARY APPROVAL

RESERVATION ID: 974277083274

~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL

The Court now has before it Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the Class Action Settlement Agreement and Release ("Settlement Agreement"), attached to the Declaration Of Scott E. Wheeler In Support Of Plaintiff's Motion For Preliminary Approval Of Class Action Settlement Filed On Behalf Of Plaintiff, filed January 23, 2025, and all exhibits attached thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement appears to be fair and adequate, and fall within the range of reasonableness, and therefore meets the requirement for preliminary approval.

2. The Court conditionally certifies for settlement purposes the following class (the "Class" or "Settlement Class"):

> All current and former nonexempt hourly employees who worked at any time for Defendant in the state of California from November 22, 2019, through December 31, 2024.

The Class Period is November 22, 2019, through December 31, 2024. (See, Agreement, ¶8, lines 5-6).

3. The court conditionally certifies for settlement purposes the portion of this Settlement regarding the Private Attorneys General Act ("PAGA Aggrieved Employees):

> All current and former nonexempt hourly employees who worked at any time for Defendant in the state of California from November 9, 2022, through December 31, 2024.

The PAGA Period means the time from November 9, 2022, through December 31, 2024. (See, Agreement, ¶24, lines 14-15).

4. The Court finds, for settlement purposes, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately

protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. The Court appoints, for settlement purposes, Plaintiff Maria Gloria Ordaz as Representative for the Class.

6. The Court appoints, for settlement purposes, Scott Ernest Wheeler and Justin A. Wheeler of The Wheeler Law Firm, APC as Class Counsel.

7. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

8. The Court appoints Phoenix Class Action Administration Solutions as the Settlement Administrator and is ordered to carry out the administration of the settlement according to the terms of the Settlement Agreement.

9. The Class Action Settlement Notice (Exh. A) shall be accompanied by the Exclusion Form (Exh. B) and shall instruct Class Members to submit Exh. B to the Settlement Administrator, Phoenix Class Action Administration Solutions, and not this Court. The Settlement Administrator shall direct copies of any Exclusion Forms to counsel for the Parties. If any Exclusion Forms are received from Class Members, the Settlement Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of every exclusion form received.

10. The Class Action Settlement Notice (Exh. A) shall be accompanied by the Objection Form (Exh. C) and shall instruct Class Members to submit Exh. C to the Settlement Administrator, Phoenix Class Action Administration Solutions, and not this Court. The Settlement Administrator shall direct copies of any Objection Forms to counsel for the Parties. If any Objection Forms are received from Class Members, the Settlement Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of every Objection Form received.

11. If any Class Member objects to the Settlement Agreement, the objecting party is not required, either personally or through counsel: 1) to appear at the hearing on the motion for final approval for that party's objection to be considered; or 2) to file or serve, or to state in the

objection, a notice of intention to appear at the hearing on the motion for final approval.

12. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	March 24, 2025
Last day for Settlement Administrator to mail Class Notice	April 3, 2025
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	May 19, 2025
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Awards	Per Code
Final Approval Hearing	August 25, 2025

13. At the Final Approval Hearing, the Court will consider whether the Settlement should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and whether the payments provided for under the Settlement, including attorneys' fees and costs and class representative service awards, should be finally approved and granted.

14. Phoenix Class Action Administration Solutions, the Settlement Administrator, shall provide notice to any objecting party of any continuance of the hearing of Plaintiff's Motion for Final Approval.

15. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to implement the Settlement and this Order, are stayed.

IT IS SO ORDERED.

Dated: 3/10, 2025

HONORABLE HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in the class action lawsuit entitled *Maria Gloria Ordaz, and all others similarly situated v. Plascor, Inc.*, California Superior Court, County of Riverside, County of Riverside, Case No. CVRI2306306 (the "Action"). The Court only determined 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.

You may be entitled to money from this Settlement. Plascor, Inc.'s ("Defendant") records show that you belong to the following "Class" of all current and former hourly nonexempt employees who worked for Defendant at any time during the Class Period and therefore are a "Class Member". You may also qualify for a penalties payment pursuant to the Private Attorneys General Act ("PAGA"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don't need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement. If you exclude yourself from the Settlement, you will still receive your payment for penalties under the PAGA if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don't like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

> All hourly employees who worked at any time for Defendant in the State of California from November 22, 2019 through December 31, 2024 ("Class Period").
>
> According to Defendant's records, you are a member of the Class (a "Class Member").
>
> Also, according to Defendant's records, you were employed from November 9, 2022, through December 31, 2024, and are therefore a PAGA Aggrieved Employee.

What is this case about?

In the Action, Maria Gloria Ordaz ("Plaintiff") alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 1-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code Section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code Section 226 and Industrial Welfare Order 1-2001, Section 7; (9) failure to indemnify for necessary expenditures when working pursuant to Labor Code Section 2802; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Orders 1-2001, 4-2001 and 16-2001, as alleged in the Operative Complaint and the LWDA Notice dated September 15, 2023.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the Class Action Complaint ("Operative Complaint") filed by Plaintiff as part of this Settlement. Defendant notes that this Settlement was established specifically to avoid the costs of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses; however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Ste. 216
Claremont, CA 91711
Telephone: (909) 621-4988

Defendant's Counsel

ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APC
William M. Betley
3880 Lemon Street, Suite 350
Riverside, California 92501
Phone: 951-683-1122

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of $250,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least $______________.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable

Pay Periods worked by each Settlement Class Member to the total number of Pay Periods worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period of November 22, 2019, through December 31, 2024, you worked ___ Compensable Pay Periods in California, and therefore, your settlement payment as a Class Member is estimated to be $________.

According to Defendant's records, during the period of November 9, 2022, through December 31, 2024, you worked ___ PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be $________.

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of possible recoveries for Class Members varies from ________ to ____________. Your estimated recovery is ____________. PAGA Payments for penalties to PAGA Aggrieved Employees will range from ______ to ______. Your estimated PAGA Payment is ___________.

If you wish to dispute the number of Compensable Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator at ____________________ by mail, postmarked no later than [Response Deadline], or by e-mail by ____________________. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Pay Periods and the basis for your dispute; and (4) and be signed by you. You may also dispute your PAGA Pay Periods by following the same process you can dispute your Compensable Pay Periods set forth above. You should attach any documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by a Settlement Class Member will be paid to the State of California Controller's Unclaimed Property division in the name of the Class Member. All funds attributable to PAGA penalties that are not timely negotiated by PAGA Aggrieved Employees will be paid to the LWDA.

The settlement payment issued to you will be allocated as follows: ninety percent (90%) as wages, eight percent (8%) as penalties, and two percent (2%) as interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement. The penalties and interest portion will not be subject to withholdings and a 1099 will be provided to you for these payments.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees not to exceed Eighty-Three Thousand and Two Hundred and Fifty Dollars ($83,250.00) or thirty-three and one-third (33.333) percent of the Gross Settlement Amount, and reimbursement of reasonable litigation costs not to exceed $17,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to $12,000 for her efforts in representing the Class. The cost of administering the Settlement will not exceed $___________. A payment in the amount of $18,750 will also be made to the LWDA for its share of

PAGA penalties, while $6,250 will be paid to PAGA Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of $________ and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, alleged in the operative Complaint for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 1-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code Section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code Section 226 and Industrial Welfare Order 1-2001, Section 7; (9) failure to indemnify for necessary expenditures when working pursuant to Labor Code Section 2802; (10) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (11) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Orders 1-2001, 4-2001 and 16-2001, as alleged in the Operative Complaint and the LWDA Notice dated September 15, 2023.

This release shall apply to all claims arising at any point during the Class Period.

In addition, Plaintiff and the State of California will release all claims for civil penalties only, as set forth in the Operative Complaint and in Plaintiff's LWDA Notice dated September 15, 2023. Plaintiff and the State of California are fully and irrevocably are releasing the Released Parties, during the period of time from November 9, 2022 through December 31, 2024, in exchange for the consideration provided by this Settlement. Plaintiff and the State of California will only release claims for penalties only as alleged in and based on the facts asserted in Plaintiff's September 15, 2023 LWDA Notice and alleged within the Operative Complaint. In particular, the released PAGA claims for penalties include the underlying purported violations for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226, 1174 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Orders 1-2001, 4-2001, 16-2001, Section 7; (9) failure to provide COVID-19 supplemental sick leave, in violation of Labor Code Sections 248.1, 248.2, and 248.6; (10) failure to provide suitable seating, in violation of IWC Wage Orders 1-2001, Section 14, 4-2001, Section 14, 16-2001, Section 12; (11) failure to maintain reasonable temperatures in work areas, in violation of IWC Wage Orders 1-2001, Section 15, 4-2001, Section 15, IWC Wage Order 16-2001, Section 13; and (12) failure to indemnify for necessary business expenditures incurred in the discharge of duties, in violation of Labor Code Section 2802, only. Released PAGA Claims include any claims for attorneys' fees, costs, or other damages that may be recoverable under the PAGA claims that are alleged in the Operative Complaint and LWDA Notice. This release shall apply to PAGA claims arising at any point during the PAGA Period.

Released Parties" collectively means: (i) Defendant; and (ii) Defendant's current officers, directors, employees and agents only.

"Effective Date" means the date on which the Superior Court's Final Approval Order and Judgment becomes final. The Superior Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief; or (d) the date that Defendant has fully funded the Gross Settlement Amount to the Settlement Administrator.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. <u>Remain in the Class.</u> If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. <u>If You Do Not Want To Be Bound By The Settlement.</u> If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at ____________________ or e-mail a Request for Exclusion to Phoenix Settlement Administrators by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before ______. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience

<u>Objecting to the Settlement</u>: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection or make a written objection. If wish to object in writing, you must mail a written statement of objection to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, or e-mail the written objection to <u>Info@phoenixclassaction.com</u>. The written Objection should contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before ______. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on ______ 2025 in Department 1 of the Riverside Superior Court, Historic Court House, located at 4050 Main Street, Riverside, California 92501. The final approval hearing may be continued without further notice to Class Members unless they have filed an objection to the Settlement. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Riverside Superior Court Historic Court House, located at 4050 Main Street, Riverside, California 92501. A copy of the Settlement Agreement was filed on January ___, 2025 and is attached to the Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion for Preliminary Approval. You can also visit the Court's website at: www.riverside.courts.ca.gov for more information, including obtaining a copy of the Amended Settlement Agreement online. and the Court's updated COVID-19 protocol.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT B

MARIA GLORIA ORDAZ v. PLASCOR, INC.
Superior Court of the State of California for the County of Riverside,
Case No.: CVRI2306306

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST EMAIL TO (INSERT EMAIL ADDRESS) OR MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED OR EMAILED ON OR BEFORE ________________.

Phoenix Settlement Administrators
Re: Ordaz v. Plascor, Inc.
P.O. Box 7208
Orange, CA 92863
Phone: (800) 523-5773
Email: Info@phoenixclassaction.com
E-Mail (insert address)

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY MONEY UNDER THE SETTLEMENT.

I confirm that I was employed by and performed work for Plascor, Inc. between November 22, 2019, through December 31, 2024. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the Class, and I have decided not to participate in the proposed Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the Settlement, and will not be bound by the Settlement. If you exclude yourself from the Settlement, you will still receive your share of the penalties payment under the Private Attorneys General Act ("PAGA") if you are eligible.

DATED: ____________________	____________________ (Signature)
____________________ (Address)	____________________ (Type or Print Name)
____________________ (City, State, Zip)	____________________ (Employee ID or Last Four Social Security Numbers)

EXHIBIT C

***MARIA GLORIA ORDAZ v. PLASCOR, INC.*,**
Superior Court of the State of California for the County of Riverside,
Case No.: CVRI2306306

OBJECTION FORM

THIS FORM MUST BE POSTMARKED OR EMAILED NO LATER THAN xxx.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by settlement administrator]

OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if you participate in the Settlement and receive a Settlement Share you do so in exchange for a release of the Released Claims as more fully discussed below.

If you wish to Object to the Settlement you can appear at the Final Approval Hearing and make an oral objection, or you can make a written objection. If you wish to object in writing, you must mail to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, or e-mail the written objection to Info@phoenixclassaction.com. The written Objection should contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) your signature. In order to be timely, the written objection must be postmarked, or e-mailed, on or before ______. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You can appear in person at the Final Approval Hearing set for __________, 2025 at _____ in Dept. 1 of the Riverside County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date. If you file a timely written Objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your Objection at any time. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to state an intent to appear at or appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Plascor, Inc., who will then file the objection with the Court.

Reason(s) for Objection: (you may include additional pages if necessary)

____

____

____

Dated: ______________________

____
(Signature)

____
(Typed or Print Name)

____
(Employee ID or Last Four Numbers of Social Security Number)

____
(Address)

If you wish to object to the Settlement, you must mail your Objection by _______, 2025 to:

PHOENIX SETTLEMENT ADMINISTRATORS
Re: *Ordaz v. Plascor, Inc.*
P.O. Box 7208
Orange, CA 92863
Phone: (800) 523-5773
Email: Info@phoenixclassaction.com