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BLAKE JONES LAW, PC

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TREJO, JESUS, an individual, on behalf of
himself and all others similarly situated;

Plaintiff,

v.

F & E AIRCRAFT MAINTENANCE
(MIAMI), LLC, a Delaware corporation; and
DOES 1 through 10, inclusive;

Defendants.

CASE NO.: 23STCV26730

**NOTICE OF RULING RE PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Dept: 15

Compl. Filed: November 1, 2023
Trial Date: None Set

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TO DEFENDANT AND ITS COUNSEL FO RECORD:

PLEASE TAKE NOTICE that on October 2, 2025, Plaintiff’s Motion for Preliminary Approval of Class Action Settlement was heard by the Court with appearances by counsel. After considering the moving papers and receiving oral argument, the Court took the matter under submission. On October 10, 2026, the Court issued the Order attached hereto as Exhibit 1..

Dated: October 13, 2025

BLAKE JONES LAW, PC.

By: 
Blake R. Jones
Attorneys for Plaintiff

EXHIBIT 1

Electronically Received 04/11/2025 12:19 PM

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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
10/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TREJO, JESUS, an individual, on behalf of
himself and all others similarly situated;

Plaintiff,

v.

F & E AIRCRAFT MAINTENANCE
(MIAMI), LLC, a Delaware corporation; and
DOES 1 through 10, inclusive;

Defendants.

CASE NO.: 23STCV26730

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[filed concurrently with Motion for Preliminary
Approval; Declaration of Blake R. Jones, Jesus
Trejo, and Administrator]

Dept: ~~14~~ 15

Date: October 2, 2025
Time: 10:00 a.m.

Compl. Filed: November 1, 2023
Trial Date: None Set

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1 **III. ORDER**

2 **IT IS HEREBY ORDERED** that:

3 (1) Plaintiff's Motion for Preliminary Approval is GRANTED. The settlement appears fair,
4 adequate and reasonable based on all relevant factors subject to final approval.

5 (2) The following Class is provisionally certified for purposes of Settlement:

6 All individuals who are or were employed by FEAM as non-exempt
7 employees in California at any time from November 1, 2019 –
8 February 14, 2025. The Class or Settlement Class excludes any
9 former non-exempt employees who previously entered into
10 settlement or severance agreements with FEAM and released their
11 claims.

12 (3) Plaintiff is approved as the Class Representative for settlement purposes.

13 (4) Blake Jones Law PC is approved as Class Counsel for settlement purposes.

14 (5) Simpluris, Inc. is approved as the Administrator for settlement purposes and the
15 Administrator Expense Payment not to exceed \$9,000.00 is approved.

16 (6) The following Class Release is conditionally approved subject to final approval:

17 All Participating Class Members, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, release the Released
20 Parties from all claims, rights, demands, liabilities, penalties, wages,
21 and causes of action, arising from, or related to, or that were pled, or
22 that could have reasonably been pled, based on the facts and
23 allegations in the Operative Complaint in the Action during the
24 Class Period ("Released Class Claims"). This includes: all claims
25 asserted in the Action, as amended, and/or arising from or related to
26 the facts and claims alleged in the Action, as amended, or the PAGA
27 Notice sent to the LWDA on Plaintiff's behalf, or that could have
28 been raised in the Action, as amended. The Released Class Claims
include all city, county, California, and federal claims for failure to
pay for all hours worked, including, but not limited to off-the-clock
work; unpaid wages, including, but not limited to failure to pay
minimum wages, straight time compensation, overtime
compensation, double-time compensation, and interest; failure to
provide compliant meal periods and to pay meal period premiums at
the regular rate of pay; failure to provide compliant rest periods and
to pay rest period premiums at the regular rate of pay; failure to pay
sick leave at the correct rates and to provide all required paid sick
benefits; failure to pay all wages due during employment and upon
separation; failure to maintain accurate time and payroll records;
failure to provide accurate, itemized wage statements; failure to
reimburse all necessary business expenses; unfair business practices;
penalties, including, but not limited to, recordkeeping penalties,
wage statement penalties, minimum-wage and overtime penalties,

and waiting-time penalties; and attorneys' fees and costs. The Released Class Claims include all claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 210, 216, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*), 2800, 2802, 2810.5; all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the Los Angeles Minimum Wage Ordinance, the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR section 11040; 8 CCR section 11060; California Code of Civil Procedure section 1021.5; the California common law of contract; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. section 201 *et seq.*; federal common law. This release excludes the release of claims not permitted by law.

(7) Plaintiff's General Release of claims is conditionally approved subject to final approval.

(8) The Court acknowledges Class Counsel's Litigation Fee Payment of \$216,666.67 and request for litigation costs not to exceed \$32,000. The Court will decide costs and fees at the Final Approval Hearing.

(9) The Court acknowledges Plaintiff's requested Class Representative Service Payment of \$10,000 and his general release of claims payment of \$10,000. The Court will decide the Enhancement Payment and general release payment at the Final Approval Hearing.

(10) The Court approves the Class Notice attached hereto as Exhibit A, including the procedures for the Class Members to participate in, exclude from, and object to the Settlement.

(11) The Court directs the Administrator to send the Class Notice to the Class Members via First Class USPS mail in English and Spanish in accordance with the Agreement and the Implementations Schedule, below.

IV. IMPLEMENTATION SCHEDULE

Deadline for Defendant to Provide Class Data to Administrator	Within 30 days from the date of this Oder
Deadline for Administrator to Mail Class Notices to Class Members	Within 14 days or receipt of Class Data from Defendant
Deadline for Class Members to Postmark Request for Exclusion, Objections or Disputes	Within 60 days of mailing of Class Notice

Deadline to Provide the Court with Settlement Administrator's Declaration Re Request for Exclusion, Objections and Disputes	16 court days prior to Final Approval hearing
Final Approval Hearing	<u>03/10/2026, 2025</u> at <u>10:00 AM</u>

Dated: 10/10/2025, ~~2025~~



[Handwritten Signature]

Hon. ~~Kenneth R. Freeman~~
Timothy Patrick Dillon / Judge

Service award likely to not exceed \$7500.
There is no wrongful termination cause of action alleged in the complaint.
Escalator clause is not triggered.

EXHIBIT A

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

Jesus Trejo v. F&E Aircraft Maintenance (Miami), LLC, Case No. _____

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against F&E Aircraft Maintenance (Miami), LLC (“Defendant” or “FEAM”) for alleged wage and hour violations. The Action was filed by a former FEAM employee Jesus Trejo (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for FEAM during the Class Period (November 1, 2019 to February 14, 2025); and (2) civil penalties under California’s Private Attorneys General Act (“PAGA”) for a group of hourly employees (“Aggrieved Employees”) who worked for FEAM during the PAGA Period (November 1, 2022 to February 14, 2025).

The proposed Settlement is a Class and PAGA Settlement requiring FEAM to fund Individual Class Payments and Individual PAGA Payments.

Based on FEAM’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on FEAM’s records showing that **you worked _____ workweeks** during the Class Period and that **you worked _____ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks or PAGA Pay Periods during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for FEAM 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 Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against FEAM.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against FEAM.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against FEAM that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on

	your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice .
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by 	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to FEAM’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former FEAM employee. The Action accuses FEAM of violating California labor laws by failing to pay for all hours worked, minimum wages, straight time wages, overtime wages, meal and rest period premiums, sick leave, wages due upon termination, waiting time penalties and reimbursable expenses and failing to provide meal periods, rest breaks, required paid sick benefits and accurate itemized wage statements. Plaintiff is represented by attorneys in the Action: Blake Jones of Blake Jones Law, PC (“Class Counsel.”)

FEAM strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether FEAM or Plaintiff is correct on the merits. In the meantime, Plaintiff and FEAM hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and FEAM have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, FEAM does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) FEAM has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. FEAM Will Pay \$650,000.00 as the Gross Settlement Amount (Gross Settlement). FEAM has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, LWDA PAGA Payment, and the Administrator's expenses. Assuming the Court grants Final Approval, FEAM will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$216,666.67 (33.333% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$32,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$20,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class, and releasing all claims against FEAM. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$9,000.00 to the Administrator for services administering the Settlement.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments and Individual PAGA Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and FEAM are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiff and FEAM have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against FEAM and will receive Individual PAGA Payments.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and FEAM have agreed that, in either case, the Settlement will be void: FEAM will not pay any money and Class Members will not release any claims against FEAM.
8. Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Aggrieved Employees' Challenges over PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and FEAM has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against FEAM or related entities for wages based on the Class Period facts, as alleged in the Action

and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, penalties, wages, and causes of action, arising from, or related to, or that were pled, or that could have reasonably been pled, based on the facts and allegations in the Operative Complaint in the Action during the Class Period (“Released Class Claims”). This includes: all claims asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, or the PAGA Notice sent to the LWDA on Plaintiff’s behalf, or that could have been raised in the Action, as amended. The Released Class Claims include all city, county, California, and federal claims for failure to pay for all hours worked, including, but not limited to off-the-clock work; unpaid wages, including, but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to provide compliant meal periods and to pay meal period premiums at the regular rate of pay; failure to provide compliant rest periods and to pay rest period premiums at the regular rate of pay; failure to pay sick leave at the correct rates and to provide all required paid sick benefits; failure to pay all wages due during employment and upon separation; failure to maintain accurate time and payroll records; failure to provide accurate, itemized wage statements; failure to reimburse all necessary business expenses; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage and overtime penalties, and waiting-time penalties; and attorneys’ fees and costs. The Released Class Claims include all claims arising under the California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 210, 216, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*), 2800, 2802, 2810.5; all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200, *et seq.*; the Los Angeles Minimum Wage Ordinance, the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR section 11040; 8 CCR section 11060; California Code of Civil Procedure section 1021.5; the California common law of contract; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. section 201 *et seq.*; federal common law. This release excludes the release of claims not permitted by law.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$12,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and PAGA Pay Periods you worked during the PAGA Period, as recorded in FEAM's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks/PAGA Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept FEAM's calculation of Workweeks/PAGA Pay Periods based on FEAM's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek/PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and Aggrieved Employees) and FEAM's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and/or Aggrieved Employee.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent**

your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and FEAM are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for FEAM and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LA Court Connect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything FEAM and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: Blake Jones

Email Address: blake@blakejones.law

Name of Firm: Blake Jones Law, PC

Mailing Address: 355 South Grand Avenue Suite 2450, Los Angeles, CA 90071

Telephone: (323) 576-3221

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.