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FILED
San Diego Superior Court

AUG 21 2025

Clerk of the Superior Court
By: K. Sorianosos, Deputy

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**
10

11 LINDA SALAZAR AYALA, an individual
and on behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 APPLIED MEMBRANES, INC., a California
15 corporation; and DOES 1 through 50,

16 Defendants.
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Case No.: 37-2023-00054420-CU-OE-CTL

[Assigned for All Purposes to:
Hon. Matthew C. Braner, Dept. C-60]

~~(AMENDED PROPOSED)~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

DATE: August 15, 2025
TIME: 9:00 a.m.
DEPT: C-60

Action Filed: November 27, 2023
Trial Date: Not Set

1 The Motion of Plaintiff Linda Salazar Ayala ("Plaintiff") for Preliminary Approval of Class
2 Action Settlement came on regularly for hearing before this Court on August 15, 2025 at 9:00 a.m.
3 This Court, having considered the proposed Class Action and PAGA Settlement Agreement (the
4 "Agreement") attached to the Declaration of William C. Sung filed concurrently herein; having
5 considered Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Memorandum
6 of Points and Authorities in support thereof, and supporting declarations filed therewith; and good
7 cause appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class action settlement as set forth
9 in the Settlement and finds its terms to be within the range of reasonableness of a settlement that
10 ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the
11 Settlement, the Court finds that the proposed Class is ascertainable and that there is a sufficiently
12 well-defined community of interest among the members of the Class in questions of law and fact.
13 Therefore, for settlement purposes only, the Court grants conditional certification of the following
14 Class:

15 All current and former hourly paid or non-exempt employees of Defendant Applied
16 Membranes, Inc. in California during the Class Period of November 27, 2019 to
November 17, 2024.

17 2. For purposes of the Settlement, the Court designates named Plaintiff Linda Salazar
18 Ayala as Class Representative and William C. Sung and Tiffany L. Luu of Justice for Workers, P.C.
19 as Class Counsel.

20 3. The Court designates Apex Class Action, LLC as the third-party Administrator for
21 mailing notices.

22 4. The Court approves, as to form and content, the Class Notice attached as Exhibit A
23 to this order.

24 5. The Court finds that the form of notice to the Class regarding the pendency of the
25 action and of the Settlement, and the methods of giving notice to Class Members, constitute the best
26 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of
27 the Class Members. The form and method of giving notice complies fully with the requirements of
28 California Code of Civil Procedure section 382, California Civil Code section 1781, California

1 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable
2 law.

3 6. The Court further approves the procedures for the Class Members to opt out of or
4 object to the Settlement, as set forth in the Class Notice.

5 7. The procedures and requirements for filing objections in connection with the Final
6 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
7 presentation of any Class Member's objection to the Settlement in accordance with the due process
8 rights of all members of the Class.

9 8. The Court directs the Administrator to mail the Class Notice to Class Members in
10 accordance with the terms of the Settlement.

11 9. The Class Notice shall provide at least forty-five (45) calendar days' notice for Class
12 Members to opt out of, or object to, the Settlement.

13 10. The Final Approval Hearing on the question of whether the Settlement should be
14 finally approved as fair, reasonable, and adequate is scheduled in Department C-60 of this Court,
15 located at 330 W. Broadway, San Diego, CA 92101 on December 5, 2025 at 9:00 a.m.

16 11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
17 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
18 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application
19 for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff,
20 settlement administration costs, and payment to the Labor & Workforce Development Agency
21 ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be granted.

22 12. Counsel for the parties shall file memoranda, declarations, or other statements and
23 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
24 expenses, Plaintiff's service award, payment to the LWDA, and settlement administration costs,
25 prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure
26 and the California Rules of Court.

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13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to the Administrator no later than [21 calendar days after Preliminary Approval]:	September 5, 2025
Administrator to mail the Class Notice to Class Members no later than [14 calendar days after receiving Class Data]:	September 19, 2025
Deadline for Class Members to request exclusion from, or object to, the Settlement [45 calendar days after mailing]:	November 3, 2025
Deadline for Administrator to provide declaration of due diligence and compliance [14 calendar days after opt-out/objection deadline]:	November 17, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 court days before Final Approval Hearing
Final Approval Hearing	December 5, 2025 at 9:00 a.m.

14. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED: 8/21, 2025


Hon. Matthew C. Braner
Judge of the Superior Court

EXHIBIT A

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

Linda Salazar Ayala v. Applied Membranes, Inc., Case No.: 37-2023-00054420-CU-OE-CTL

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 Applied Membranes, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former Defendant employee Linda Salazar Ayala ("Plaintiff") who alleges Defendant violated various provision of the California Labor Code and seeks (1) unpaid wages, (2) meal and rest break premiums, and (3) statutory penalties and other relief for a class of non-exempt hourly employees ("Class Members") who worked for Defendant during the Class Period (November 27, 2019 to November 17, 2024); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for Defendant during the PAGA Period (November 27, 2022 to November 17, 2024) ("Aggrieved Employees").

Defendant denies all liability, denies all allegations in the Action, and has raised various defenses to the claims. Defendant asserts that it fully complied with all applicable wage and hour laws, and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action is suitable for class certification. Defendant has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

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

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

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either 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 of the Settlement. 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

3 1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be
4 eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
5 Participating Class Member, though, you will give up your right to assert Class Period wage
6 claims and PAGA Period penalty claims against Defendant.

7 2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-
8 out) by submitting the written Request for Exclusion or otherwise notifying the Administrator
9 in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment.
10 You will, however, preserve your right to personally pursue Class Period wage claims against
11 Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA
12 Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

15 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

16 **You Don't Have to Do Anything to Participate in the Settlement.** If you do nothing, you will be a
17 Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA
18 Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant
19 that are covered by this Settlement (Released Claims).

20 **You Can Opt-Out of the Class Settlement but not the PAGA Settlement.** The Opt-out Deadline
21 is **DATE**. If you don't want to fully participate in the proposed Settlement, you can opt-out of the
22 Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you
23 will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment.
24 Non-Participating Class Members cannot object to any portion of the proposed Settlement. See
25 Section 6 of this Notice.

26 **You Cannot Opt-out of the PAGA Portion of the Proposed Settlement.** Defendant must pay
27 Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up
28 their rights to pursue Released Claims (defined below).

29 **Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.**
30 Written objections must be submitted by **DATE**. All Class Members who do not opt-out
31 ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's
32 decision whether to finally approve the Settlement will include a determination of how much will be
33 paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not
34 personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion
35 of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

36 **You Can Participate in the Final Approval Hearing.** The Court's Final Approval Hearing is
37 scheduled to take place on **DATE**. You don't have to attend but you do have the right to appear (or
38 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.

1 **You Can Challenge the Calculation of Your Workweeks/Pay Periods.** Written Challenges Must
2 be Submitted by **DATE**. The amount of your Individual Class Payment and PAGA Payment (if
3 any) depend on how many workweeks you worked at least one day during the Class Period and how
4 many Pay Periods you worked at least one day during the PAGA Period, respectively. The number
5 of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on
6 the first page of this Notice. If you disagree with either of these numbers, you must challenge it by
7 **DATE**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

8 Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California
9 labor laws by failing to pay overtime wages, minimum wages, meal and rest break premium wages,
10 wages due upon termination and failing to provide meal breaks, rest breaks and accurate itemized
11 wage statements. Based on the same claims, Plaintiff have also asserted a claim for civil penalties
12 under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff
13 is represented by Justice for Workers, P.C. ("Class Counsel") in the Action.

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

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

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

25 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe
26 that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength
27 of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best
28 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 whether to finally approve the Settlement.

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

29 **Defendant Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement).** Defendant
30 has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the
31 Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments,
32 Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees
33 and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and
34 Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant
35 will fund the Gross Settlement no later than fifteen (15) calendar days after the Judgment entered by
36 the Court becomes final or January 2, 2026, whichever date is later. The Judgment will be final on

1 the date the Court enters Judgment, or a later date if Participating Class Members object to the
2 proposed Settlement or the Judgment is appealed.

3 **Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiff
4 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:

- 5 • Up to \$125,000.00 (one-third or 33.33% of the Gross Settlement) to Class Counsel for
6 attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have
7 worked and incurred expenses on the Action without payment.
- 8 • Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action,
9 working with Class Counsel and representing the Class. A Class Representative Service
10 Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class
11 Payment and any Individual PAGA Payment.
- Up to \$8,690.00 to the Administrator for services administering the Settlement.
- Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25%
in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay
Periods.

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

14 **Net Settlement Distributed to Class Members.** After making the above deductions in amounts
15 approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net
Settlement") by making Individual Class Payments to Participating Class Members based on their
Class Period Workweeks.

16 **Taxes Owed on Payments to Class Members.** Plaintiff and Defendant are asking the Court to
17 approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion")
18 and 80% to penalties, interest, and non-wage damages ("Non-Wage Portion"). The Wage Portion is
19 subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
20 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as
penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

21 Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any
22 advice on whether your Payments are taxable or how much you might owe in taxes. You are
23 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.

24 **Need to Promptly Cash Payment Checks.** The front of every check issued for Individual Class
25 Payments and Individual PAGA Payments will show the date when the check expires (the void date).
26 If you don't cash it by the void date, your check will be automatically cancelled, and the monies will
27 be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment
represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult
the rules of the Fund for instructions on how to retrieve your money.

1 **Requests for Exclusion from the Class Settlement (Opt-Outs).** You will be treated as a
2 Participating Class Member, participating fully in the Settlement, unless you notify the Administrator
3 in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator
4 is to send a written and signed Request for Exclusion by the Response Deadline. The Request for
5 Exclusion should be a letter from a you or your representative setting forth your name, present
6 address, telephone number, and a simple statement electing to be excluded from the Settlement.
7 Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class
8 Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

6 **You cannot opt-out of the PAGA portion of the Settlement.** Class Members who exclude
7 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
8 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
9 Defendant based on the PAGA Period facts alleged in the Action.

9 **The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible the Court
10 will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible
11 the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that,
12 in either case, the Settlement will be void: Defendant will not pay any money and Class Members
13 will not release any claims against Defendant.

12 **Administrator.** The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to
13 send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion.
14 The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail
15 settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The
16 Administrator's contact information is contained in Section 9 of this Notice.

16 **Participating Class Members' Release.** After the Judgment is final and Defendant has fully funded
17 the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will
18 be legally barred from asserting any of the claims released under the Settlement. This means that
19 unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue,
20 continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based
21 on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved
22 by this Settlement.

20 **Participating Class Members' Release:** All Participating Class Members, on behalf of themselves
21 and their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably
23 could have been alleged, based on the facts stated in the Operative Complaint including, all claims
24 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
25 Complaint, including, any and all claims involving any alleged failure to pay minimum wages and
26 overtime time wages, meal and rest period violations, wage statement penalties, and waiting time
27 penalties, during the Class Period. Participating Class Members' only release these claims for the
28 duration of the Class Period.

26 **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendant has paid
27 the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees
28 will be barred from asserting PAGA claims against Defendant, whether or not they exclude
themselves from the Settlement. This means that all Aggrieved Employees, including those who are
Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to

1 sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts
2 alleged in the Action and resolved by this Settlement.

3 **The Aggrieved Employees' Release:** All Aggrieved Employees are deemed to release, on behalf of
4 themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that
6 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
7 Operative Complaint and the PAGA Notice including, all claims for PAGA penalties that were
8 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint
9 and the PAGA Notice, including, any and all claims involving any alleged failure to pay minimum
10 wages and overtime time wages, meal and rest period violations, wage statement penalties, waiting
11 time penalties, and temperature regulations under the Wage Orders, during the PAGA Period.
12 Aggrieved Employees only release these claims for the duration of the PAGA Period.

9 **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

10 **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a)
11 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
12 Class Members, and (b) multiplying the result by the number of Workweeks worked by each
13 individual Participating Class Member.

14 **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a)
15 dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees
16 and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved
17 Employee.

18 **Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period
19 and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in
20 Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the
21 number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing
22 and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the
23 Administrator's contact information.

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

25 **4. HOW WILL I GET PAID?**

26 **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every
27 Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also
28 qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and
the Individual PAGA Payment. **Non-Participating Class Members.** The Administrator will send,
by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out
of the Settlement (i.e., every Non-Participating Class Member).

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

3 **5. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

4 Submit a written and signed letter with your name, present address, telephone number, and a simple
5 statement that you do not want to participate in the Settlement. The Administrator will exclude you
6 based on any writing communicating your request be excluded. Be sure to personally sign your
7 request, identify the Action as *Salazar v. Applied Membranes*, and include your identifying
8 information (full name, address, telephone number, approximate dates of employment, and social
9 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 **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact
information.

10 **6. HOW DO I OBJECT TO THE SETTLEMENT?**

11 Only Participating Class Members have the right to object to the Settlement. Before deciding whether
12 to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least
13 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1)
14 a Motion for Final Approval that includes, among other things, the reasons why the proposed
15 Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and
litigation expenses; and (ii) the amount Plaintiff are requesting as a Class Representative Service
Payments. 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.

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

21 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your
22 own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the
23 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.

24 **7. CAN I ATTEND THE FINAL APPROVAL HEARING?**

25 You can, but don't have to, attend the Final Approval Hearing on December 5, 2025 at 9:00 a.m. in
26 Department C-60 of Hall of Justice, San Diego County Superior Court, located at 330 West
27 Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final
28 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

1 personally or virtually. Check the Court's website for the most current information:
2 <https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings#virtualhearinglinktable>

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

5 **8. HOW CAN I GET MORE INFORMATION?**

6 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed
7 Settlement. If you have questions or would like additional information, you can telephone or send an
8 email to Class Counsel or the Administrator using the contact information listed below, or consult the
9 Superior Court website by going to (<https://odyroa.sdcourt.ca.gov/Cases>) and entering the Case
Number for the Action, *Linda Salazar Ayala v. Applied Membranes, Inc.*, Case No. 37-2023-
00054420-CU-OE-CTL.

10 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT 11 THE SETTLEMENT.**

12 **Class Counsel:**

13 William C. Sung
14 william@justiceforworkers.com

15 Tiffany L. Luu
16 tluu@justiceforworkers.com

17 **Justice for Workers, P.C.**

3600 Wilshire Boulevard, Suite 1815

18 Los Angeles, CA 90010

19 Telephone: 323-922-2000

20 **Settlement Administrator:**

Apex Class Action, LLC

21 Email Address: claims@apexclassaction.com

22 Mailing Address: P.O. Box 54668, Irvine, CA 92619

23 Telephone: (800) 355-0700

24 Fax Number: (949) 989-4428

25 **9. WHAT IF I LOSE MY SETTLEMENT CHECK?**

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

10. 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.

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PROOF OF SERVICE
LINDA SALAZAR AYALA v. APPLIED MEMBRANES, INC.
STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3600 Wilshire Boulevard, Suite 1815, Los Angeles, CA 90010.

On August 15, 2025, I served the foregoing document described as:

**(AMENDED PROPOSED) ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

Sumy Kim, Esq.

skim@ohaganmeyer.com

Andrew Sokolowski, Esq.

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San Francisco, CA 94111

Attorneys for Applied Membranes, Inc.

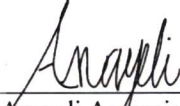
☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on August 15, 2025 at Los Angeles, California.


Anayeli Ascencio