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Attorneys for Plaintiff

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

SERGIO HUIZAR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

J. VELARDE, INC. d.b.a. CRYSTAL
CHRYSLER DODGE JEEP RAM, a California
Corporation; ROBERT N. LA TORRE, INC.
d.b.a. TORRE NISSAN, a California
Corporation; GEOVEL INC. d.b.a. I-10
CHRYSLER DODGE JEEP RAM, a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: CVRI2306697

*[Assigned for all purposes to Hon. Harold
W. Hopp, Dept. I]*

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

Date: October 16, 2025
Time: 8:30 a.m.
Dept.: 1

Reservation ID: 950123964443

Complaint Filed: December 13, 2023
Trial Date: None Set

1 The Motion of Plaintiff Sergio Huizar (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement came on regularly for hearing before this Court on October 16, 2025 at 8:30
3 a.m. This Court, having considered the proposed Stipulation of Settlement (the “Settlement”),
4 attached as Exhibit A to the Declaration of Sean M. Blakely filed concurrently herein; having
5 considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement,
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
7 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former non-exempt employees who worked for Defendants
16 J. Velarde, Inc. dba Crystal Chrysler Dodge Jeep Ram, Robert N. La Torre,
17 Inc. dba Torre Nissan, and Geovel Inc. dba I-10 Chrysler Dodge Jeep Ram
18 in the State of California at any time from December 13, 2019 until January
19 11, 2025 (the “Class Period”).

20 2. For purposes of the Settlement, the Court designates named Plaintiff Sergio Huizar
21 as Class Representative, and designates Paul K. Haines and Sean M. Blakely of Haines Law
22 Group, APC as Class Counsel.

23 3. The Court designates ILYM Group, Inc. as the third-party Settlement
24 Administrator for mailing notices.

25 4. The Court approves, as to form and content, the Class Notice, Request for
26 Exclusion Form, and Objection Form (collectively, the “Notice Packet”), attached as Exhibits 1,
27 2 and 3, respectively, to this Proposed Order.

28 5. The Court finds that the form of notice to the Settlement Class regarding the
pendency of the action and of the Settlement, and the methods of giving notice to members of the
Settlement Class, constitute the best notice practicable under the circumstances, and constitute

valid, due, and sufficient notice to all of the Class Members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

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

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

8. The Court directs the Settlement Administrator to mail the Class Notice, Request for Exclusion Form, and Objection Form, to the members of the Settlement Class in accordance with the terms of the Settlement. The Court directs the Settlement Administrator to carry out all duties as required by the Settlement.

9. The Class Notice shall provide at least forty-five (45) calendar days' notice for members of the Settlement Class to opt out of, or object to the Settlement. The Class Notice shall be accompanied by an exclusion form and objection form that Settlement Class members may use. Any Request for Exclusion or Objection shall be submitted directly to the Settlement Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and Objections to counsel for all parties. The Settlement Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval of Class Action Settlement which authenticates a copy of every Request for Exclusion and Objection received by the Settlement Administrator. The Settlement Administrator shall give notice to any objecting Class Member of any continuance of the hearing on Plaintiff's Motion for Final Approval of Class Action Settlement.

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,

located at 4050 Main Street, Riverside, California 92501 on February 27, 2026 at 8:30 a.m.

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

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

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [10 business days after preliminary approval]:	October 30, 2025
Settlement Administrator to mail the Notice Packet to Class Members no later than [10 business days after receiving Class Data]:	November 14, 2025
Deadline for Class Members to request exclusion from, or object to, the Settlement, or submit a dispute [45 calendar days after mailing]:	December 29, 2025
Deadline for Plaintiff to file his Motion for Final Approval of Class Action Settlement:	January 28, 2026
Final Approval Hearing:	February 27, 2026, at 8:30 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

1 in connection with the administration of the Settlement which are not materially inconsistent with
2 either this Order or the terms of the Settlement.

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4 **IT IS SO ORDERED.**

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6 Dated: _____, 2025

7 Hon. Harold W. Hopp
8 Judge of the Superior Court
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EXHIBIT 1

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT
Sergio Huizar v. J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram, et al.
Riverside County Superior Court
Case No.: CVRI2306697

To: All current and former non-exempt employees who worked for Defendants J. Velarde, Inc. dba Crystal Chrysler Dodge Jeep Ram, Robert N. La Torre, Inc. dba Torre Nissan, and Geovel Inc. dba I-10 Chrysler Dodge Jeep Ram in the State of California at any time from December 13, 2019 until January 11, 2025.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Sergio Huizar v. J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram, et al.* Riverside County Superior Court Case No. CVRI2306697 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendants J. Velarde, Inc. dba Crystal Chrysler Dodge Jeep Ram, Robert N. La Torre, Inc. dba Torre Nissan, and Geovel Inc. dba I-10 Chrysler Dodge Jeep Ram’s (hereinafter “Defendants”) records show that you were employed by Defendants as a non-exempt employee in the State of California at any time from December 13, 2019, until January 11, 2025 (the “Class Period”). 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.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Sergio Huizar (“Plaintiff”) brought this Action against Defendants, seeking to assert claims on behalf of a class of all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendants: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to furnish accurate, compliant, and itemized wage statements; (6) failed to reimburse for all necessary business expenditures; (7) engaged in unfair, unlawful business practices; and (8) are liable for civil penalties under the Private Attorneys’ General Act (“PAGA”).

A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as agents of the state’s labor law enforcement agencies. By acting as a private attorney general, an “aggrieved employee” who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a means to collect civil penalties for those violations. 75% of any collected penalties go to the state’s Labor and Workforce Development Agency (“LWDA”), and the remaining 25% of penalties are distributed evenly among all aggrieved employees.

Defendants deny that they have done anything wrong. Defendants also deny that they owe Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendants have concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation. Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Joel M. Gordon jgordon@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendants: FISHER & PHILLIPS LLP Spencer W. Waldron swaldron@fisherphillips.com Nelly Pineda npineda@fisherphillips.com 2050 Main Street, Suite 1000 Irvine, California 92614 Telephone: (949) 851-2424 Facsimile: (949) 851-0152 fisherphillips.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendants in the State of California at any time from December 13, 2019, until January 11, 2025. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below.

Defendants have agreed to pay \$165,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Class Members, Class Counsel's attorneys' fees and expenses, settlement administration costs, payment to the LWDA, and the Class Representative Enhancement Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$6,950 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and

expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$55,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 in verified costs incurred in connection with the Action.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$5,000.00, to compensate him for his service and extra work provided on behalf of Class Members.

PAGA Payment to State of California. The parties have agreed to allocate \$10,000.00 towards the Settlement of the PAGA claims in the Action. \$7,500.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$2,500.00 will be allocated to Class Members as the "PAGA Amount" as described below.

Calculation of Settlement Payments to all participating Class Members: After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion form (described below). The Net Settlement Amount is estimated at approximately \$58,050.00.

- (i) Payments to all participating Class Members: The Settlement Administrator will calculate payments from the Net Settlement Amount based on each participating Class Member's proportionate Workweeks worked during the Class Period. Specifically, each participating Class Member's payment from the Net Settlement Amount will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Class Member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Class Members during the Class Period.
- (ii) PAGA Amount: In addition to the Net Settlement Amount, each Class Member who was employed by Defendants at any time from December 13, 2022 until January 11, 2025 ("PAGA Period") (including those Class Members who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) designated as the "PAGA Amount" taken from the Gross Settlement Amount as described above and shall be paid based on the proportionate number of pay periods that he or she worked during the PAGA Period.

Settlement Payments to Class Members. If the Court grants final approval of the Settlement, individual Settlement Payments will be mailed to all Class Members who did not submit a valid and timely Request for Exclusion from the Settlement. Each Class Member who receives a Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. For any Class Members whose check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as follows: Twenty percent (20%) as wages; and Eighty percent (80%) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Settlement Administrator, Defendants and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, Plaintiff and every member of the Settlement Class (except those who opt out) will be deemed to expressly and fully release and discharge Defendants, and all of their past and present directors, officers, employees, and agents (collectively, the “Released Parties”), as follows:

Class Members release any and all claims alleged in the First Amended Class and Representative Action Complaint (“FAC”), or those claims based solely on the facts alleged in the FAC, including: (a) minimum wage violations; (b) overtime violations; (c) meal period violations; (d) rest break violations; (e) wage statements violations; (f) failure to indemnify for all necessary business expenditures; and (g) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

In addition, Plaintiff and every member of the Settlement Class releases all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner during the PAGA Period, for the violations identified in Plaintiff’s December 13, 2023 PAGA letter to the LWDA, including Labor Code violations alleged in the FAC.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked for Defendants during the Class Period, as well as paid based on the proportionate number of pay periods that you worked during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Payment. Your payment is based on the proportionate number of workweeks you worked for Defendants during the Class Period, as well as the proportionate number of pay periods that you worked during the PAGA Period. The information contained in Defendants’ records regarding each of these factors, along with your estimated Settlement Payment, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to ILYM Group, Inc., 2832 Walnut Ave STE C, Tustin, CA 92780. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make any adjustments approved by the Parties.

According to Defendants’ records:

- (a) you worked for Defendants in the State of California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] workweeks between December 13, 2019, through January 11, 2025 for Defendants;
- (c) you worked [REDACTED] pay periods between December 13, 2022, through January 11, 2025 for Defendants;

Based on the above, your Settlement Payment is estimated at \$[REDACTED]. The average Settlement Payment is estimated at \$252.39. The lowest Settlement Payment to a Class Member is estimated at \$4.83. The highest Settlement Payment to a Class Member is estimated at \$1,024.64.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than forty-five (45) calendar days of <<RESPONSE DEADLINE>>, with your name, address, and telephone number.

Send the Request for Exclusion Form directly to the Settlement Administrator at ILYM Group Inc., 2832 Walnut Ave STE C, Tustin, CA 92780. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, and shall be barred from participating in any portion of the Class Action Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written objection to the Settlement Administrator at ILYM Group Inc., 2832 Walnut Ave STE C, Tustin, CA 92780. Your written objection should have: (1) your full name and current address, as well as contact information for any attorney representing you for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the <<RESPONSE DEADLINE>>. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing scheduled for February 27, 2026 at 8:30 a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Sergio Huizar v. J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram, et al.* Riverside County Superior Court, Case No.: CVRI2306697.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on February 27, 2026 at 8:30 a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, settlement administration costs, and the Class Representative Enhancement Payment. The Final Approval Hearing may be postponed without further notice to Class Members. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit A to the Declaration of Sean M. Blakely In Support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement, filed on September 8, 2025. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Sergio Huizar v. J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram, et al.
RIVERSIDE COUNTY SUPERIOR COURT
Case No.: CVRI2306697

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED WITHIN FORTY-FIVE (45) CALANDER DAYS ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

ILYM GROUP, INC.
SERGIO HUIZAR V. J. VELARDE, INC. D.B.A. CRYSTAL CHRYSLER DODGE JEEP RAM, ET AL.
SETTLEMENT ADMINISTRATOR
2832 WALNUT AVE STE C
TUSTIN, CA 92780
(888) 250-6810
(888) 845-6185

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Sergio Huizar v. J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram, et al.* Riverside County Superior Court Case No. CVRI2306697.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *SERGIO HUIZAR V. J. VELARDE, INC. D.B.A CRYSTAL CHRYSLER DODGE JEEP RAM, ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT.

Name

Telephone Number

Address

Date

Signature

EXHIBIT 3

OBJECTION FORM

Sergio Huizar v. J. Velarde, Inc. d.b.a. Crystal Chrysler Dodge Jeep Ram, et al.

RIVERSIDE COUNTY SUPERIOR COURT

Case No.: CVRI2306697

All objections must be mailed or delivered directly to the Settlement Administrator, ILYM GROUP, INC. at 2832 WALNUT AVE STE C TUSTIN, CA 92780 on or before <<RESPONSE DEADLINE>>. All objections must be postmarked or delivered on or before <<RESPONSE DEADLINE>>.

Objecting Class Member Information:

Name

Telephone Number

Address

Date

Signature

Describe the nature and basis of each objection and please attach additional pages if necessary:
