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Clerk of the Superior Court
By E. Schilawski ,Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ANTHONY DEL VILLAR, an individual, on
behalf of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

THA HEATING & AIR, INC., a California
corporation; and DOES 1 TO 50,

Defendants.

Case Number: 37-2024-00001497-CU-OE-CTL

~~Proposed~~ Order

~~PROPOSED~~ ORDER

Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came before this Court on April 25, 2025, in Department C-63, the Honorable Katherine Bacal, presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement and Release of Class and PAGA Action (the "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- a. A non-reversionary Gross Settlement Amount of **\$180,000.00**;
- b. The Class Representative enhancement payment to the named Plaintiff of **\$7,500.00**;
- c. Court approved attorneys' fees to Class Counsel of up to **\$60,000.00**, representing one-third of the Gross Settlement Amount;
- d. Court approved litigation costs to Class Counsel of up to **\$20,000.00**;
- e. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**; and
- f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the California Labor & Workforce Development Agency for its portion of the PAGA penalties.

2. This Court has considered the papers in support of the Motion and the Settlement Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d) the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class

1 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
2 superior to individual litigation because common issues predominate over individual issues for
3 settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be presumptively
5 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
6 by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
8 fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally
9 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
10 time set forth in the Implementation Schedule.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action and
12 PAGA Settlement ("Class Notice"), in substantially the form attached herein as **Exhibit 1**. The Court
13 approves the procedure for Class Members to participate in, to opt out of, and to object to, the
14 Settlement as set forth in the Settlement Agreement.

15 6. The Court directs the mailing of the Class Notice by first class mail to the Class
16 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
17 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
18 meet the requirements of due process and provide the best notice practicable under the circumstances
19 and shall constitute due and sufficient notice to all persons entitled thereto.

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
21 only.

22 8. The Court preliminary certifies for settlement purposes only the Settlement Class
23 defined as follows: *all individuals who are or were employed by Defendants as non-exempt employees*
24 *during the Class Period. See Settlement Agreement, at § 1.39.* The Class Period is defined as the period
25 of time from January 16, 2020, through the earlier of the following: (1) the date of preliminary approval
26 of the settlement, or (2) the date prior to which the total workweek count for the settlement would
27 exceed 110% of Defendant's pre-mediation representation. *See Settlement Agreement, at § 1.10.*

28 Class Members who do not timely and validly Opt Out of the Class Settlement will be deemed

1 to participate in the Class Settlement and shall become Class Participants without having to submit a
2 claim form or take any other action. *See* Settlement Agreement, at § 7.3. Each of the Releasing Parties,
3 including each Class Participant, will be bound by the release of Released Claims as a result of the
4 Class Settlement and to the terms of the final judgment and the satisfaction of such judgment. *See*
5 Settlement Agreement, at § 11.1.

6 “Released Claims” shall mean those claims arising out of or related to the allegations set forth
7 in any complaint filed in the Action and/or PAGA notice to the California Labor and Workforce
8 Development Agency, or that could have been raised in any complaint filed in the Action and/or PAGA
9 notice to the California Labor and Workforce Development Agency directly related to the facts and
10 theories alleged therein, that arose during the Class Period and/or PAGA Period, including, but not
11 limited to, claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code
12 sections 1194 and 1194.2, and the applicable IWC Wage Order(s); (2) failure to pay proper overtime
13 wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s);
14 (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor
15 Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal
16 periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and
17 the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation
18 of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of Labor
19 Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor
20 Code sections 201, 202, and 203; (8) failure to provide complete and accurate wage statements in
21 violation of Labor Code sections 226 and 226.3; (9) deceptive, fraudulent, or otherwise unlawful
22 business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. &
23 Prof. Code, §§ 17200–17210); (10) statutory penalties based on the foregoing pursuant to PAGA (Lab.
24 Code, §§ 2698-2699.6); and (11) all claims for liquidated damages, penalties, interest, attorneys’ fees,
25 and costs based on the foregoing. *See* Settlement Agreement, at § 1.34.

26 9. The Court appoints Plaintiff Anthony Del Villar as Class Representative, and Jonathan
27 Melmed and Laura Supanich of Melmed Law Group P.C. as Class Counsel.

28 10. The Court appoints Apex Class Action Administration as the Settlement Administrator.

11. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

12. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing	October 10, 2025 at 1:30 p.m.

13. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

14. The Court shall retain jurisdiction over the Action for all purposes pursuant to California

1 Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the
2 Settlement.

3
4 **IT IS SO ORDERED.**

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7 Dated: 7/10/25


Hon. Katherine Bacal

Judge of the Superior Court, County of San Diego

EXHIBIT 1

Notice of Proposed Class Action Settlement

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ANTHONY DEL VILLAR, an individual, on
behalf of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

THA HEATING & AIR, INC., a California
corporation; and DOES 1 TO 50,

Defendants.

Case No.: 37-2024-00001497-CU-OE-CTL

Notice of Proposed Class Action Settlement

A court authorized this notice. This is not a solicitation from a lawyer.

1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 *You may be eligible to receive a settlement payment. Please read this notice carefully.*

3 A proposed class action settlement agreement (the “Settlement”) has been reached between:
4 (1) Plaintiff Anthony Del Villar (“Plaintiff”), individually and in his representative capacity on behalf
5 of a group of prospective class members defined below, and as a private attorney general on behalf of
6 the State of California; and (2) Defendant THA Heating & Air, Inc. (“Defendant”). The Settlement
7 resolves disputed claims against Defendant arising out of its compensation practices during the period
8 from January 16, 2020, through [the earlier of the following: (1) the date of preliminary approval of
9 the settlement, or (2) the date prior to which the total workweek count for the settlement would exceed
10 110% of Defendant's pre-mediation representation] (the “Class Period”) as applied to all individuals
11 who are or were employed by Defendants as non-exempt employees in California during the Class
12 Period (“Class Members”).

13 The Court has granted preliminary approval of the Settlement and ordered this notice to be sent
14 to you because you may be entitled to money under the Settlement and because the Settlement affects
15 your legal rights.

16 **NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE**
17 **SETTLEMENT:** If you are a Class Member (as defined above) and received this notice, you are
18 automatically included in the Settlement and do not need to take any further action to receive a
19 payment. If you accept your settlement amount, you will release the claims described below.

20 **1. DESCRIPTION OF THE LAWSUIT**

21 Plaintiff, individually and in his representative capacity on behalf of the Class Members, and
22 as a private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendant
23 in the Superior Court of the State of California for the County of San Diego in the matter of *Anthony*
24 *Del Villar v. THA Heating & Air, Inc.*, case number 37-2024-00001497-CU-OE-CTL (the “Action”).
25 The Action sought recovery for Defendant’s alleged: (1) failure to pay minimum wage for all hours
26 worked; (2) failure to pay proper overtime wages; (3) failure to provide compliant rest periods and pay
27 missed rest break premiums; (4) failure to provide compliant meal periods and pay missed meal period
28 premiums; (5) failure to maintain accurate employment records; (6) failure to pay timely wages during

1 employment; (7) failure to pay all wages due and owing at separation; (8) failure to provide complete
2 and accurate wage statements; and (9) deceptive, fraudulent, or otherwise unlawful business practices
3 based on the foregoing in violation of California’s Unfair Competition Law.

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

10 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing
11 this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or
12 whether the claims are suitable for class certification. To avoid the additional expense, inconvenience,
13 and risk of continued litigation, however, Plaintiff and Defendant (the “Parties”) have concluded that
14 it is in their respective best interests and the interests of the Class Members to settle the Action on the
15 terms summarized in this notice. The Settlement was reached after Defendant provided extensive
16 information and documents to Plaintiff’s counsel, and after lengthy arms-length non-collusive
17 negotiations between the Parties, including mediation with an experienced and well-respected mediator
18 in California. In these negotiations, both sides recognized the substantial risk of the Court deciding
19 against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to
20 resolve the disputed claims.

21 Plaintiff and Plaintiff’s counsel—Jonathan Melmed, Laura Supanich, and Maria Burciaga of
22 Melmed Law Group P.C. (“Class Counsel”)—support the Settlement. Among the reasons for support
23 are the defenses to liability potentially available to Defendant, the risk of denial of class certification,
24 the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.
25 Plaintiff and Class Counsel believe that the settlement described in this notice is fair, adequate,
26 reasonable, and in the best interests of Plaintiff and the Class Members.

27 Under the Settlement, the following settlement class will be certified under California law: *all*
28 *individuals who are or were employed by Defendants as non-exempt employees in California during*

1 the Class Period. The “Class Period” is defined as the period from January 16, 2020, through [the
2 earlier of the following: (1) the date of preliminary approval of the settlement, or (2) the date prior to
3 which the total workweek count for the settlement would exceed 110% of Defendant's pre-mediation
4 representation]. The Settlement provides for a gross settlement amount of \$180,000.00, a share of
5 which is to be distributed to the Class Members based on the pro rata number of weeks worked by the
6 Class Members during the Class Period as a proportion of all weeks worked by all Class Members. In
7 exchange for their share of the settlement amount, all participating Class Members will be deemed to
8 have released Defendant from liability on the terms described in this notice.

9 On [date of preliminary approval], the Court preliminarily approved the Settlement and
10 conditionally certified the settlement class. This notice is being sent to you because Defendant’s records
11 indicate that you worked for Defendant during the Class Period and that you meet the definition
12 required to be treated as a Class Member.

13 **2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL**
14 **NOT AFFECT YOUR EMPLOYMENT.**

15 California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking
16 any adverse action against or otherwise target, retaliate, or discriminate against any Class Member
17 because of the Class Member’s participation or decision not to participate in the Settlement.

18 **3. TERMS OF THE SETTLEMENT**

19 Defendant has agreed to pay \$180,000.00 (the “Gross Settlement Amount”) to resolve the
20 claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 21 1. **Settlement Administration Costs.** The Court has approved [Settlement Administrator]
22 to act as the “Settlement Administrator,” who is sending this notice to you and will
23 perform many other duties relating to the Settlement. Under the Settlement, up to
24 \$15,000.00 will be paid from the Gross Settlement Amount to pay the Settlement
25 Administration Costs.
- 26 2. **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the Action on
27 behalf of the Class Members on a contingency fee basis (that is, without being paid any
28 money to date) and have been paying all litigation costs and expenses. To date, the

Parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a full-day mediation session. 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 fees of one-third of the Gross Settlement Amount (i.e., \$60,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class Counsel also will ask for reimbursement of up to \$20,000.00 for the costs Class Counsel incurred in connection with the Action.

3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide a service payment to Plaintiff in the amount of \$7,500.00 for Anthony Del Villar to compensate him for his efforts on behalf of the Class Members in the Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a Class Member.

4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and twenty-five percent (25%) (i.e., \$5,000.00) to the individuals who come within the definition of an "aggrieved employee" for the purposes of the Settlement (i.e., all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period). The "PAGA Period" is defined for these purposes to mean the period from January 15, 2023, through the date of preliminary approval of the settlement.

After deducting the amounts above, the balance of the settlement amount will form the "Net Settlement Amount" for distribution to the Class Members.

1 **4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS**

2 Each eligible Class Member who does not timely and validly request exclusion from the
3 Settlement will be deemed a “Class Participant” and will receive a share from the Net Settlement
4 Amount which will be distributed pro rata based on the proportional number of weeks worked by each
5 Class Member during the Class Period (the “Individual Settlement Amount”). If any Class Member
6 requests exclusion from the Settlement, his or her share will be distributed to the remaining Class
7 Participants.

8 Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the
9 form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him
10 or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute non-wages
11 consisting of restitution, reimbursements, damages, liquidated damages, penalties, and interest (and
12 each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

13 Defendant, or its proxies, shall take all usual and customary deductions from the Individual
14 Settlement Amount payments that are distributed as wages, including, but not limited to, state and
15 federal tax withholding, disability premiums, and unemployment insurance premiums. There will be
16 no deduction taken from the non-wage distribution—it will, however, be reported on IRS Form 1099
17 as income. Class Participants are responsible for the proper income tax treatment of their Individual
18 Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel
19 cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors
20 concerning the tax consequences and treatment of payments they receive under the Settlement.

21 The workweeks you worked for Defendant during the Class Period will be calculated based on
22 Defendant’s records. If you feel that you were not credited with the correct number of workweeks
23 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before
24 **[Response Deadline]** with documentation to establish the number of workweeks you claim to have
25 actually worked during the Class Period. **Documentation sent to the Settlement Administrator will**
26 **not be returned or preserved, so do not send originals.** The the Settlement Administrator will
27 promptly evaluate the evidence submitted and discuss with you and Defendant in good faith how many
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workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to you.

Settlement checks will be mailed to all Class Participants after the Court grants final approval of the Settlement and judgment is entered.

5. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all Class Participants. The Class Participants will then be barred from bringing any “Released Claims” against the “Released Parties” as those terms are defined below.

The “Released Parties” are Defendant THA Heating & Air, Inc. and all of Defendant’s past and present owners, officers, employees, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

The “Released Claims” are those claims arising out of or related to the allegations set forth in any complaint filed in the Action and/or PAGA notice to the California Labor and Workforce Development Agency, or could have been raised in any complaint filed in the Action and/or PAGA notice to the California Labor and Workforce Development Agency directly related to the facts and theories alleged therein, that arose during the Class Period and/or PAGA Period, including, but not limited to, claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. &

1 Prof. Code, §§ 17200–17210); **(10)** statutory penalties based on the foregoing pursuant to PAGA (Lab.
2 Code, §§ 2698-2699.6); and **(11)** all claims for liquidated damages, penalties, interest, attorneys’ fees,
3 and costs based on the foregoing.

4 No other claims are released other than those identified herein. The Settlement does *not* release
5 Defendant or any person, party, or entity from claims, if any, by Class Members for workers
6 compensation, unemployment, or disability benefits of any nature. Nor does it release any claims,
7 actions, or causes of action which may be possessed by Class Members under state or federal
8 discrimination statutes, including, without limitation, the California Fair Employment and Housing Act
9 (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California
10 Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans with
11 Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act of 1974
12 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

13 Class Participants will be deemed to have acknowledged and agreed that their claims for wages
14 and penalties in the Action are disputed, and that the Settlement payments constitute payment of all
15 sums allegedly due to them. Class Participants will be deemed to have acknowledged and agreed that
16 California Labor Code section 206.5 is not applicable to the Settlement payments. That section provides
17 in pertinent part as follows:

18 “An employer shall not require the execution of a release of a claim or right on account
19 of wages due, or to become due, or made as an advance on wages to be earned, unless
20 payment of those wages has been made.”
21

22 **6. YOUR OPTIONS**

23 **6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

24 If you do nothing, you will be automatically included as a Class Participant in the Settlement
25 and will receive a settlement payment. You do *not* have to take any further action to receive your
26 settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement
27 Administrator has your current address on file, or you may not receive important information or a
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1 settlement payment. The estimated amount of your settlement payment if you do nothing is included
2 on the attached *Class Action Settlement Share Form*.

3 **6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

4 If you do **not** wish to take part in the class action portion of the Settlement (the “Class
5 Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement
6 Administrator a letter or card postmarked no later than [Response Deadline] that specifically requests
7 exclusion from the Class Settlement in this case. The request for exclusion must include your name,
8 address, telephone number, and signature, and it should state:

9 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
10 *ANTHONY DEL VILLAR V. THA HEATING & AIR, INC.* LAWSUIT. I
11 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
12 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT
13 OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT
14 HAVE.”

15
16 Send the request for exclusion directly to the Settlement Administrator at the following address
17 by no later than [Response Deadline]:

18 [Insert Settlement Administrator Address]

19
20 Any person who submits a timely request for exclusion from the Class Settlement shall, upon
21 receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and
22 shall receive no benefits from the class action portion of the Settlement. If you want confirmation of
23 receipt of your request for exclusion, please send it by United States certified mail, return receipt
24 requested, or contact the Settlement Administrator.

25 **Importantly**, Class Members who timely and validly request exclusion from the Class
26 Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from
27 the Class Settlement applies solely to the Class Member’s entitlement to the class action portion of the
28

1 Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class
2 Settlement you will still be entitled to your share, if any, of the PAGA Payment.

3 **6.3. OBJECT TO THE SETTLEMENT**

4 You have the right to object to the terms of the Settlement if you do not request exclusion. If,
5 however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you
6 wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator
7 and the Court a written objection stating your name, address, telephone number, dates of employment
8 with Defendant, the case name and number, each specific reason in support of your objection, and any
9 legal support for each objection. Objections in writing must be mailed to the Settlement
10 Administrator—[Insert Settlement Administrator Address]—by no later than [Response Deadline] to
11 be considered. **Objections that do not include all required information, or that are not timely
12 submitted, might not be considered by the court.**

13 If you choose to object to the Settlement, you may also appear to speak at the final approval
14 and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time]
15 in Department [Court Department] of the Superior Court of the State of California for the County of
16 San Diego, located at [Court Location]. You have the right to appear either in person or through your
17 own attorney at this hearing.

18 If you object to the Settlement, you will remain a Class Member, and if the Court approves the
19 Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as
20 Class Members who do not object. Any Class Member who does not object in the manner provided
21 above shall have waived any objection to the Settlement, whether by appeal or otherwise.

22 The Court may, at the time of the final approval and fairness hearing, have certain social
23 distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement
24 by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose
25 information is provided below, for more information about the Court's current social distancing
26 procedures. You may also review the Court's website for the most current information.

1 **7. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

2 If you move after receiving this notice or if it was misaddressed, please contact the Settlement
3 Administrator, [Settlement Administrator], at [Settlement Administrator Phone] or by email at
4 [Settlement Administrator Email], as soon as possible. **This is important to ensure that future notices**
5 **and/or the Settlement payment reach you.**

6 **8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

7 Within seven (7) days after the Court has held a final and fairness approval hearing and entered
8 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a
9 copy of that order and final judgment on its website at the following website address:

10 [Case-Specific Settlement URL (to be added by Settlement Administrator)]

11 **9. IF THE SETTLEMENT IS NOT APPROVED**

12 If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the
13 Settlement may be voided, in which case no money will be paid, and the case will return to litigation.
14 If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any
15 decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as
16 favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be
17 upheld if an appeal was filed.

18 **10. QUESTIONS OR COMMENTS**

19 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about
20 the settlement, you may contact the Settlement Administrator at: [Settlement Administrator Phone] or
21 by e-mail at [Settlement Administrator Email]. You may also contact Class Counsel at the addresses
22 or phone numbers listed below.

23
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