

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff ELISA ALVAREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN LUIS OBISPO

ELISA ALVAREZ, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

SLO ARCHES, INC., a California Corporation;
IVERNIA, INCORPORATED, a California
Corporation; GOLDEN SENECA, INC., a
California Corporation; and DOES 1 through
50, Inclusive;

Defendants.

Case No. 21CV-0533

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: July 13, 2023

Time: 9:00 a.m.

Judge: Hon. Rita Coyne Federman

Dept.: 2

1 This matter having come before the Honorable Judge Rita Coyne Federman of the Superior Court
2 of the State of California, in and for the County of San Luis Obispo, at 9:00 a.m. on July 13, 2023, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC as counsel for Plaintiff ELISA ALVAREZ (“Plaintiff”), and Thalia S. Rofos, Esq.,
5 Kelsey Scherr, Esq., and Heather Norton, Esq. of Daugherty Lordan LLP appearing for Defendants
6 SLO ARCHES, INC., a California Corporation; IVERNIA, INCORPORATED, a California
7 Corporation; and GOLDEN SENECA, INC., a California Corporation (hereinafter “Defendants”). The
8 Court, having carefully considered the briefs, argument of counsel and all the matters presented to the
9 Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of
10 Class Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class Action Claims
13 and Release of Claims (“Settlement Agreement” or “Agreement”). This is based on the Court’s
14 determination that the Settlement Agreement is within the range of possible final approval, pursuant to
15 the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
16 rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all terms
18 defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
20 Defendants shall pay is Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00). It
21 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
22 reasonable as to all Class Members when balanced against the probable outcome of further litigation
23 relating to certification, liability, and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that settlement at this time will avoid substantial additional
26 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
27 prosecution of the litigation. It further appears that the Settlement has been reached as the result of

1 intensive, serious, and non-collusive arms-length negotiations.

2 4. The Court preliminarily finds that the Settlement appears to be within the range of
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
6 reasonable when balanced against the probable outcome of further litigation relating to certification,
7 liability, and damages issues.

8 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross
9 Settlement Amount for attorneys' fees, currently estimated at Two Hundred Fifty Thousand Dollars
10 (\$250,000.00), an award of litigation expenses incurred not to exceed Twenty Thousand Dollars
11 (\$20,000), and proposed Class Representative Service Award to the Class Representative, Elisa
12 Alvarez, in the amount of Ten Thousand Dollars (\$10,000). While these awards appear to be within the
13 range of reasonableness, the Court will not approve the Class Counsel Award or Class Representative
14 Service Award until the Final Approval Hearing.

15 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 "All non-exempt employees who are or previously were directly employed
20 by Defendants and performed work in California during the period of
21 September 16, 2017 to October 17, 2022."

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
25 common questions of law and fact predominate, and there is a well-defined community of interest
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
27 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will

1 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
2 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
3 to act as counsel for the Class Representative in her individual capacity and as the representative of the
4 Class Members.

5 8. The Court provisionally appoints Plaintiff Elisa Alvarez as the representative of the
6 Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
8 A.P.C., and Shani O. Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
10 Class Action Settlement and Final Hearing Date (“Class Notice”), a true and correct copy of which is
11 attached hereto as **Exhibit “1.”** The Court finds that both notices appear to fully and accurately inform
12 the Class Members and Aggrieved Employees of all material elements of the proposed Settlement,
13 including right of any Class Member to be excluded from the Class by submitting a written request for
14 exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court
15 further finds that the distribution of the notices substantially in the manner and form set forth in the
16 Agreement and this Order meets the requirements of due process, is the most reasonable notice under
17 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
18 Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the
19 Agreement.

20 11. The Court hereby appoints ILYM Group Inc., as Settlement Administrator. No later than
21 ten (10) business days after the entry of this order, Defendants shall provide, to the Settlement
22 Administrator the Class Data, including information regarding Class Members that Defendants will in
23 good faith compile from its records, including each Class Member’s full name; last known address;
24 Social Security Number; start dates and end dates of employment. No later than fourteen (14) calendar
25 days after receiving the Class Data from Defendants, the Settlement Administrator shall mail and email
26 the Class Notice to all identified, potential Class Members via regular first-class U.S. Mail and
27 electronic mail using the most current mailing address information available. The Settlement
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1 Administrator shall also be required to perform all duties set forth in the Agreement.

2 12. Any Class Member may individually choose to opt out of and be excluded from the
3 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
4 the Settlement of the Released Class Claims that are set forth in the Class Notice and submitting to the
5 Settlement Administrator. All requests for exclusion must be postmarked or received by the Response
6 Deadline which is forty-five (45) calendar days after the date the Class Notice is mailed to the Class
7 Members or, in the case of a re-mailed Class Notice, not more than fifteen (15) calendar days after the
8 original Response Deadline. Any such person who chooses to opt out of and be excluded from the
9 Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not
10 be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members
11 who have not requested exclusion shall be bound by all determinations of the Court, the Agreement
12 and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
13 affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.
14 The Settlement Administrator shall file a declaration concurrently with the filing of the Motion for
15 Final Approval, authenticating a copy of every exclusion form received by the administrator.

16 13. Any Class Member who has not opted out may appear at the final approval hearing and
17 may object or express the Class Member's views regarding the Settlement and may present evidence
18 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
19 by the Court as provided in the Class Notice. Class Members will have forty-five (45) days from the
20 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
21 Settlement Administrator. The Settlement Administrator shall file a declaration concurrently with the
22 filing of the Motion for Final Approval authenticating a copy of every objection form received by the
23 Settlement Administrator.

24 14. A final approval hearing shall be held before this Court on _____at _____
25 **AM/PM** in Department 2 of the San Luis Obispo County Superior Court to determine all necessary
26 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
27 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be

1 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
2 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
3 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service
4 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
5 and the motion for Class Counsel Award and Class Representative Service Award shall be filed with
6 the Court and served on all counsel no later than sixteen (16) court days before the hearing. The
7 Settlement Administrator must give notice to any objecting party of any continuance of the hearing of
8 the Motion for Final Approval.

9 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
10 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
11 evidence of, or used against Defendants as, an admission or indication in any way, including with
12 respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to
13 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
14 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
15 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
16 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
17 including, but not limited to, evidence of a presumption, concession, indication or admission by
18 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

19 16. In the event the Settlement does not become effective in accordance with the terms of the
20 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
21 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
22 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
23 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
24 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
25 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

26 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
27 and all dates provided for in the Agreement without further notice to Class Members and retains
28

jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Alvarez v. SLO Arches, et al., San Luis Obispo County Superior Court Case No. 21CV-0533)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Luis Obispo (the “Court”) has been reached between Plaintiff Elisa Alvarez (“Plaintiff”) and Defendants SLO Arches, Inc., Ivernia, Incorporated and Golden Seneca, Inc. (“Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendants and performed work in California during the period of September 16, 2017 to October 17, 2022.

The “Class Period” is the period of time running from September 16, 2017 to October 17, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 16, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Luis Obispo. Plaintiff asserted claims that Defendants: (1) Violated California Business and Professions Code § 17200 *et seq.*; (2) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (3) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; (7) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (8) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203. On _____, Plaintiff filed the operative First Amended Complaint to include a ninth cause of action for Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendants deny and dispute all claims asserted in the Actions and maintain that they have complied fully with state and federal law. Specifically, Defendants contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Actions.

On October 17, 2022, the Parties participated in an all-day mediation with Steven Rottman, Esq., a mediator of wage and hour class actions. At the conclusion of the full-day mediation, the Parties reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$16,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$250,000.00) and a Class Counsel Litigation Expenses Payment of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$37,500.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$28,125.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$9,375.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all non-exempt employee who are or previously were employed by Defendants in California during the PAGA Period. The PAGA Period means the period between September 16, 2020 to October 17, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Fifteen percent (15%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty-five percent (85%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative First Amended Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative First Amended Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (September 16, 2017 to October 17, 2022).

Based on this information, your estimated Settlement Share is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (September 16, 2020 to October 17, 2022).

Based on this information, your estimated PAGA Payment Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group Inc.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780. The request for exclusion must state in substance that the Class Member has read the Class Notice and wishes to opt out of the class action settlement. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Alvarez v. SLO Arches, et al., San Luis Obispo County Superior Court Case No. 21CV-0533*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. 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. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC

Counsel for Defendants:

Efthalia S. Rofos, Esq.
Lewis Brisbois Bisgaard &

5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Tel.: (619) 599-8292 Fax: (619) 599-2891 E-Mail: jlapuyade@jcl-lawfirm.com	5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Tel: (619) 599-8292 Fax: (619) 599-8291 Email: shani@zakaylaw.com	Smith LLP 650 Town Center Drive, Suite 1400 Costa Mesa, CA 92626 Tel.: (714) 545-9200 Fax: (714) 850-1030 E-Mail: Thalia.Rofos@lewisbrisbois.com
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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the San Luis Obispo County Superior Court, Department 2, located at 1050 Monterey Street, San Luis Obispo, CA 93408 before Judge Rita Federman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Alvarez v. SLO Arches, et al., San Luis Obispo County Superior Court Case No. 21CV-0533*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the website listed in this notice.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State of California's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.