

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Quezada, et al. v. CONAM Management Corporation
Superior Court of the State of California, County of San Bernardino
Case No. CIVSB2305893

To: All individuals who were employed by CONAM Management Corporation (“Defendant”) in the State of California as a non-exempt, hourly employee at any time between March 1, 2022, and January 13, 2024:

This Notice provides information about the settlement of a class action lawsuit that may affect your rights. Please read it carefully. This is a court-authorized notice. It is not a solicitation from a lawyer.

Abalos, Cynthia

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Carlos Quezada v. CONAM Management Corporation, et al.*, Case No. CIVSB2305893 (San Bernardino Superior Court) (the “Lawsuit” or the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the Settlement.
- The Court has preliminarily approved a class action settlement with Defendant CONAM Management Corporation (“Defendant”), which will affect all non-exempt employees who worked for Defendant in California at any time between March 1, 2022, and January 13, 2024.
- If the Court grants final approval of the Settlement, then there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full Individual Settlement Payment, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section X.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt out” of the Settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion from the Settlement Class by no later than November 9, 2024, (see Section XI for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims, but you will preserve your right to pursue the Released Class Claims described in Section X, subject to applicable statutes of limitations; and (2) be barred from filing an objection to the Settlement. However, you may not opt-out of the settlement of the PAGA Claim. As a result, you still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004, California Labor Code sections 2698, <i>et seq.</i> (“PAGA”) and will release your claims for such civil penalties.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection stating why you object to the Settlement by no later than November 9, 2024, (see Section XI for more details on how to object). However, you may not object to the settlement of the PAGA claim.
DISPUTE YOUR NUMBER OF WORKWEEKS	If you believe the number of workweeks that you were credited with working during the Class Period or PAGA Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section X for more details on how to dispute your credited workweeks). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that the workweeks calculation is inaccurate.

I. Why did I get this Notice?

You received this Notice because the records show that you worked for Defendant at some point during the Class Period and/or PAGA Period. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you meet the definition of a Class Member and received this Notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to explain your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

Plaintiffs and Class Representatives Carlos Quezada and Reynaldo Dominguez Blancas filed a class and representative action lawsuit against Defendant on behalf of the Class Members and PAGA Aggrieved Employees (which will be referred to as the “Action” or “Lawsuit”). The Action alleges the following Class Claims against Defendant on behalf of the Class Members: (1) Failure to Pay for All Hours Worked, Including Overtime Hours Worked; (2) Failure to Provide Rest Breaks; (3) Failure to Provide Uninterrupted Meal Breaks; (4) Failure to Reimburse for Required Business Expenses; (5) Failure to Pay Reporting Time Pay; (6) Failure to Pay Sick Wages; (7) Failure to Pay Vacation Wages; (8) Failure to Pay Wages Due Upon Termination; (9) Failure to Provide Accurate Itemized Wage Statements; and (10) Unlawful Business Practices Under Bus. & Prof. Code § 17200 (the “Class Claims”). The Lawsuit also seeks civil penalties on behalf of the California Labor Workforce Development Agency (“LWDA”) pursuant to PAGA (“PAGA Claim”).”

Defendant has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action and/or a representative action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs and the Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation with a respected and experienced mediator. In those negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the proposed Settlement was a good option to resolve the disputed claims.

If you are still employed by Defendant this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any employee because of the employee’s participation or decision not to participate in this Settlement.

III. What is a class action, and who is involved?

In a class action lawsuit such as this, a person called the “Class Representative” sues on behalf of other people who may have similar claims. The people together are referred to as a “Class” or “Class Members.” The person who is the Class Representative is also called the plaintiff. The company being sued is called the defendant. In class action litigation, a Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a PAGA claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of March 1, 2022, through January 13, 2024 (the “PAGA Period”).

IV. Why is this Lawsuit a class action?

For settlement purposes, Plaintiffs and Defendant agreed that this case can proceed as a class action and have agreed to ask the Court to approve the class action Settlement. The Court has not ruled on the merits of the claims in the Lawsuit.

V. Who are the attorneys representing the Class?

<u>Class Counsel:</u>	
<p>Nazo Koulloukian, Esq. <i>nazo@koullaw.com</i> KOUL LAW FIRM 3435 Wilshire Blvd., Suite 1710 Los Angeles, CA 90010 Tel: (213) 761-5484</p> <p>Sahag Majarian, II <i>sahagii@aol.com</i> Garen Majarian <i>garen@majarianlawgroup.com</i> MAJARIAN LAW GROUP, APC 18250 Ventura Blvd. Tarzana, California 91356 Telephone: (818) 609-0807</p>	<p>Mehrdad Bokhour, Esq. <i>mehrdad@bokhourlaw.com</i> BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Telephone: (310) 975-1493</p> <p>Joshua S. Falakassa, Esq. <i>josh@falakassalaw.com</i> FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Telephone: (818) 456-6168</p>

VI. What are the proposed terms of the Settlement?

On July 29, 2024, the Court certified a class, for settlement purposes only, of all current and former hourly, non-exempt employees of Defendant in California at any time from March 1, 2022, to January 13, 2024, (the “Settlement Class” or “Class Members”). The Court also approved a representative group of all current and former hourly, non-exempt employees of Defendant in California at any time during the PAGA Period, which also extends from March 1, 2022, to January 13, 2024, (“PAGA Aggrieved Employees”). Class Members who do not opt out of the Settlement Class pursuant to the procedures set forth in this Notice will be mailed Individual Settlement Payments, and in exchange will be bound by the Settlement and release of certain wage and penalty claims against Defendant.

Without admitting any wrongdoing, Defendant has agreed to pay \$850,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved CPT 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. Under the Settlement, up to \$20,000 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. PAGA authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other PAGA Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$25,000 of the Gross Settlement Amount will be allocated to Plaintiffs’ PAGA Claim. Of this amount, \$18,750 will be paid to the LWDA in satisfaction of the claims for civil penalties under PAGA, and the remaining \$6,250 will be divided between all PAGA Aggrieved Employees based on the number of pay periods worked during the PAGA Period, regardless of their receipt of Individual Settlement Payments for the Class Claims. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid to PAGA. Review the information below to determine if you are a PAGA Aggrieved Employee and eligible to receive a share of the \$6,250 allocation.

Enhancement to Class Representatives. Class Counsel will ask the Court to award each Plaintiff a Class Representative Enhancement to compensate them for their service and extra work provided on behalf of the Class Members and in exchange for a general release of claims of up to \$10,000 each, for a total of \$20,000. The Class Representatives will also receive their individual share of the Settlement as Class Members and PAGA Aggrieved Employees.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the 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 costs. Class Counsel will ask for fees of up to 33.33% of the Gross Settlement Amount (which is \$283,333.33) as reasonable compensation for the work Class Counsel

performed and will continue to perform in this Lawsuit through the finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$45,000 for the costs Class Counsel incurred in connection with the Lawsuit.

VII. What is my approximate Individual Settlement Payment?

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the Net Settlement Amount for distribution to Settlement Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$475,416.67. Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Class Member is credited with working during the Class Period. A Class Member is credited with one workweek each time the Class Member worked at least one shift in a week for Defendant in California during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows: the Settlement Administrator will divide the total number of workweeks worked by all Settlement Class Members into the Net Settlement Amount to determine a per “Workweek Value.” The Workweek Value will be multiplied by the number of workweeks worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions/withholdings, for each Class Member. If any Class Member opts out of the Settlement, his/her Individual Settlement Payment will be distributed to all Settlement Class Members.

Class Workweeks During the Class Period	Your Share of the Net Settlement Amount
20	\$106.15

Calculation of Individual PAGA Payments to PAGA Aggrieved Employees. The Settlement Administrator will (a) first calculate the total number of workweeks worked by all PAGA Aggrieved Employees; (b) second, divide \$6,250 (the 25% portion of the PAGA Payment distributed to PAGA Aggrieved Employees) by the total number of workweeks worked by all PAGA Aggrieved Employees; and (c) third, multiply the quotient of the calculation in step (b) by each PAGA Aggrieved Employee’s individual number of workweeks worked.

Pay Periods Worked as a PAGA Aggrieved Employee	Your Share of PAGA Penalties
20	\$1.40

Disputes to Class Workweeks or PAGA Workweeks. For each Settlement Class Member and PAGA Aggrieved Employee, the numbers of workweeks will be calculated from Defendant’s available records. If you disagree with the number of workweeks you are credited with above, you may submit evidence to the Settlement Administrator on or before November 9, 2024, with documentation to establish the number of workweeks you claim to have actually worked for Defendant during the Class Period or PAGA Period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

VIII. When will I receive my Settlement Payment?

Payments to Settlement Class Members and PAGA Aggrieved Employees. After the Court grants Final Approval of the Settlement and after Judgment is entered, Individual Settlement Payments will be mailed to all Class Members who did not timely request to be excluded. For those PAGA Aggrieved Employees who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share of PAGA civil penalties only for release of the PAGA Claim, and they will not include any payment for settlement of the Class Claims. Class Members and PAGA Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Class Member or PAGA Group Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller’s Office in the name of the Class Member or PAGA Aggrieved Employee, so that the Class Member or PAGA Aggrieved Employee can attempt to collect the funds at a later date.

IX. Will my Settlement Payment be subject to tax?

Allocation and Taxes. Thirty-three percent (33%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (IRS Form W-2 reporting). The remaining sixty-seven percent (67%) will be considered and reported as interest and penalties (IRS Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholdings,

disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Individual PAGA Payments shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Class Members and PAGA Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their Individual PAGA Payments. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or Individual PAGA Payments. Class Members and PAGA Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments or Individual PAGA Payments. Accordingly, Class Members and PAGA Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

X. What rights am I releasing if I participate in the Settlement?

Release of Class Claims (aka the “Released Class Claims”). Once the Court approves the proposed Settlement and enters Judgment, and Defendant funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement and will bar them from bringing the Class Claims against Defendant and the Released Parties (defined below). Specifically, Class Members will fully release and discharge the Released Parties of any and all causes of action and claims, charges, complaints, liens, demands that were alleged in the Operative Complaint or reasonably could have been alleged based on the allegations, facts, statutory citations, and/or legal theories contained in the Operative Complaint, including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay all wages at the correct rate of pay (including meal period premiums, rest break premiums, sick pay, vacation wages, and reporting time pay); (iii) failure to provide meal periods or compensation in lieu thereof; (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely payment of wages during employment; (vii) failure to maintain complete, accurate records (including payroll records and records of work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates); (viii) failure to provide complete, accurate wage statements; (ix) failure to pay reporting time pay; (x) failure to pay prevailing wages; (xi) failure to pay accrued vacation; (xii) failure to reimburse for necessary business-related expenses; (xiii) unlawful deductions of wages; (xiv) failure to pay overtime and double time at the regular rate; (xv) failure to pay sick pay; (xvi) failure to pay vacation wages; and (xvii) unfair business practices, or related penalties of any nature and that were or could have been alleged in the Operative Complaint in the Action, interest, fees, costs, and all other claims and allegations made in the Action during the Class Period.

Release of PAGA Claim (aka the “Released PAGA Claim”). Also upon the Court’s approval of the Settlement, entry of Judgment, and Defendant’s funding of the Settlement, the Settlement Agreement will bind the LWDA, Plaintiffs, and all PAGA Aggrieved Employees, and will bar them from bringing PAGA claims against Defendant and the Released Parties based on the facts stated in the Operative Complaint and in Plaintiffs’ notice letters to the LWDA (including any amendments thereto), or reasonably could have been alleged based on the allegations, facts, statutory citations, and/or legal theories under the PAGA contained in the Operative Complaint, including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay all wages at the correct rate of pay (including meal period premiums, rest break premiums, sick pay, vacation wages, and reporting time pay); (iii) failure to provide meal periods or compensation in lieu thereof; (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely payment of wages during employment; (vii) failure to maintain complete, accurate records (including payroll records and records of work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates); (viii) failure to provide complete, accurate wage statements; (ix) failure to pay reporting time pay; (x) failure to pay prevailing wages; (xi) failure to pay accrued vacation; (xii) failure to reimburse for necessary business-related expenses; (xiii) unlawful deductions of wages; (xiv) failure to pay overtime and double time at the regular rate; (xv) failure to pay sick pay; (xvi) failure to pay vacation wages; and (xvii) any other claims for civil penalties under PAGA that were or could have been brought by Plaintiffs in the Action based on the facts alleged in the PAGA notices and Operative Complaint, including, but not limited to, the following alleged violations of applicable Wage Orders and/or Labor Code sections: 201, 202, 203, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 226, 226(a), 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and for any and all claims pursuant to California’s Labor Code and Wage Orders, and including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 225.5, 226, 226.3, 558, 1174.5, 1197.1, and 2698 et seq..

Released Parties. “Released Parties” means Defendant and all of its current and former officers, past, present and/or future, direct and/or indirect, officers directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, if any.

Waiver of Labor Code Section 206.5(e). Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to Individual Settlement Payments. That section provides in pertinent part as follows:

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

Conditions of Settlement. This 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 Judgment.

XI. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the Settlement by following the opt-out procedure set forth below. If you disagree with the number of Class Workweeks, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by Defendant, who will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Class Claims in the Settlement.** If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than November 9, 2024, with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CONAM MANAGEMENT CORPORATION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator via U.S. Mail, email, or fax, **postmarked no later than November 9, 2024.**

Quezada, et al. v. CONAM Management Corporation
c/o CPT Group, Inc.
50 Corporate Park, Irvine, CA 92606
Fax: (949) 419-3446
Email: CONAMSettlement@cptgroup.com

Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claim.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. 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 Class Claims portion of the Settlement, you must submit a written objection stating your full name, address, telephone number, dates of employment at Defendant, the case name and number, the name and address of your attorney(s) if you are represented, and each specific reason in support of your objection. You must also include documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, Blancas & Quezada v. CONAM Management Corporation; c/o CPT Group, Inc.; 50 Corporate Park; Irvine, CA 92606, **by no later than November 9, 2024.** Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. **You need not object to the Settlement if you only dispute the number of Class Workweeks.**

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for December 16, 2024, at 8:30 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415-0210. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before November 9, 2024. All objections or other

correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, 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. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

XII. What is the effect of the Settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Defendant in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Class Claims. All PAGA Aggrieved Employees will be deemed to have entered into a release of the Released PAGA Claim. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

XIII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Class Representative Enhancement to Plaintiff on December 16, 2024, at 8:30 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street San Bernardino, CA 92415-0210.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

XIV. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Joint Stipulation of Class Action and PAGA Settlement at the Office of the Clerk, San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415-0210, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

XV. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Settled Class Claims is **November 9, 2024**. The deadline for mailing an objection to the Settlement Administrator is **November 9, 2024**. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT.**