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10 Class Counsel and Attorneys for Plaintiffs
FRANCISCO SANCHEZ and GLENN DERRICK HOPSON,
11 individually and on behalf of all others similarly situated

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN ORANGE
14

15 FRANCISCO SANCHEZ and GLENN
DERRICK HOPSON, individually and on
16 behalf of all others similarly situated,
17 Plaintiffs,
18 vs.
19 ARB, INC., a California Corporation; and
DOES 1-20 inclusive,
20
21 Defendants.

Case No.: 30-2016-00837130-CU-OE-CXC

Assigned for all Purposes to:
Hon. James J. Di Cesare Dept. C16

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed Concurrently With Plaintiff's
Corrected Notice of Motion And Motion
For Preliminary Approval And Supporting
Declaration]*

RESERVATION # 73608986

Date: March 25, 2022
Time: 9:30 a.m.
Dept: C16

Complaint Filed: February 22, 2016

4814-4130-2610.1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 22 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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This matter came on for hearing on March 25, 2022, in Department C16 of the above-entitled court located at 700 Civic Center Drive West, Santa Ana, California regarding Plaintiffs and Class Representatives Francisco Sanchez and Glenn Derrick Hopson's Corrected Notice of Motion and Motion for Preliminary Approval of Class Action Settlement. Having fully reviewed and considered the moving papers, and having analyzed the Amended Joint Stipulation of Class Action Settlement and Release (the "Settlement Agreement") between Plaintiffs and Class Representatives Francisco Sanchez and Glenn Derrick Hopson ("Plaintiffs") and Defendant ARB, Inc., ("Defendant"), attached as Exhibit "1" to the Declaration of Daniel Bass (ROA 511 Ex. 1),

THIS COURT HEREBY MAKES THE FOLLOWING ORDERS:

1. This Court hereby preliminarily approves the proposed Settlement Agreement (ROA 511 Ex. 1) as being fair, reasonable, and adequate.
2. All defined terms contained herein shall have the same meanings as those set forth in the Settlement Agreement (ROA 511 Ex. 1).
3. The Class Notice Packet, attached as Exhibits "A-B" to the Settlement Agreement and this order is hereby approved.
4. The Court find that the distribution of the Class Notice Packet in the manner set forth herein substantially meets the requirements of California law and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
5. The class in this matter is further certified for proposed settlement, pursuant to California Code of Civil Procedure section 382 as follows: "All current and former non-exempt employees employed by ARB, Inc. in California during the period of February 22, 2015 to January 18, 2018."
6. For the purposes of the proposed settlement, the Court preliminary appointments Ronald W. Makarem and Daniel J. Bass of Makarem & Associates, APLC and Michael H. Kim of Michael H. Kim, P.C. ("Plaintiff's Counsel or Class Counsel") as Class Counsel.

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1 7. For the purposes of the proposed settlement, the Court does hereby preliminarily
2 approve Plaintiffs Francisco Sanchez and Glenn Derrick Hopson as Class Representatives.

3 8. For the purposes of the proposed settlement, the Court does hereby preliminarily
4 approve of and appoint CPT Group, Inc., as the Parties' Settlement Administrator, and
5 preliminarily approves Class Members to receive notice of settlement.

6 9. The Court finds that the section of the Settlement Agreement regarding the
7 disposition of uncashed checks complies with California Code of Civil Procedure Section 384 by
8 providing that any unclaimed settlement funds (settlement checks that expire) be placed in the
9 Unclaimed Wage Fund under the names of the Class Members whose checks remain uncashed.

10 10. No distributions are approved until the Final Approval hearing which shall be set
11 on August 12, 2022 at 9:30 a.m., in Department C16 of this Court to review the notice process and
12 objections, if any, and to determine whether the proposed settlement on the terms and conditions
13 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved
14 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered
15 into; and to determine the amount of attorneys' fees and costs that should be awarded to Class
16 Counsel and the amount of the Class Representative Enhancement Awards that should be awarded
17 to the Representative Plaintiffs. For Final Approval, all papers are due no later than 14 calendar
18 days prior to the hearing.

19 a. As to the proposed enhancement, counsel should state the amounts the
20 representatives are expected to recover as class members, and any other factors
21 pertinent to the enhancement request. (*Golba v. Dick's Sporting Goods, Inc.* (2015)
22 238 Cal.App.4th 1251.) The actual high, low, and average recoveries for the class
23 members as a whole should also be stated.

24 b. As to the request for fees and costs, evidence should be presented as to the services
25 provided by counsel, including time records, to allow the Court to evaluate the
26 lodestar and as to the basis for the costs claimed, including supporting
27 documentation for all claimed costs. Counsel should also disclose whether and to
28 what extent the time records were made contemporaneously.

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1 c. The Court reserves any decision on fees, costs, administrator costs, and
2 enhancements until the final approval hearing. Preliminary approval should not be
3 construed as approval, preliminary or otherwise, of any proposed sums.

4 11. The Defendant is hereby ordered to provide the contact information for each class
5 member to the Settlement Administrator within twenty-one (21) days of this order as directed in
6 the Settlement Agreement.

7 12. The Settlement Administrator shall supervise and administer the notice procedure
8 as follows:

9 a. The Settlement Administrator shall send the Class Notice Packet to each Class
10 Member by First-Class mail with seven (7) days of receipt of the Class List.

11 b. There will be a thirty (30) day period from the date the Class Notice Packets are
12 mailed during which Class Members may dispute the number of Workweeks
13 attributed to them during the Class Period.

14 c. There will be a sixty (60) day period from the date the Class Notice Packets are
15 mailed during which Class Members may exclude themselves from or object to the
16 Settlement

17 d. At the time the parties file their motion for final approval of the settlement, Class
18 Counsel shall provide the Court with a declaration by the Settlement
19 Administrator, specifying the due diligence it undertook with regard to the mailing
20 of the Class Notice Packet; verifying its settlement administration costs; and
21 reporting on the number of opt-outs, objections, disputed, and average Individual
22 Settlement Payment amounts.

23 e. Per the Settlement (ROA 511 Ex. 1), “[t]he postmark, fax, or email date will be the
24 exclusive means to determine whether a Request for Exclusion has been timely
25 submitted.” (¶ 32); however, the Court maintains the ability to review and decide
26 any dispute concerning timeliness. Additionally, the Settlement indicates that an
27 objection which fails to include certain specified information will be deemed
28 “defective and invalid.” (¶ 34.) While the requested information appears

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1 appropriate, the Court notes that it maintains the ability to review any “defective or
2 invalid” objection and that all objections received by the Settlement Administrator
3 should be submitted to the Court for review.

4 13. Any Class Member who wishes to be excluded (opt-out) from the Settlement Class
5 and not participate in the proposed settlement must execute a written request for exclusion to the
6 Settlement Administrator within sixty (60) days, as set forth in the Class Notice Packet. To be
7 timely, the request for exclusion must be emailed, mailed or faxed to the Settlement Administrator,
8 by the (60) day deadline. Any Class Member who opts out of the Settlement will be ineligible to
9 receive a settlement payment, but will not be bound by the Settlement Agreement or the release of
10 claims contained therein.

11 14. Class Members who wish to object to the Settlement may do so by sending a written
12 Objection to the Settlement Administrator no later than (60) days after the date on which the Class
13 Notice Packet was mailed or remailed to Class Members. Any Class Member may submit to the
14 Settlement Administrator a written statement objecting to the Settlement that sets forth the grounds
15 for the objection. Any Class Member may appear at the Final Approval Hearing, with or without
16 prior notice, and show cause, if he or she has any, why the proposed Settlement should or should
17 not be approved as fair, reasonable, and adequate, why attorneys' fees and costs should or should
18 not be awarded to Class Counsel as requested, or why the Class Representative Enhancement
19 Award should or should not be awarded as requested. Class Members who validly exclude
20 themselves from the Settlement may not also object to the Settlement.

21 15. The Court's preliminary approval of the Settlement Agreement is not to be deemed
22 an admission of liability or fault by Defendant, or a finding as to the validity of any claims or
23 defenses asserted in the action.

24 16. The Court reserves the right to adjourn the date of the Final Approval Hearing
25 without further notice to the Class Members, and it will retain jurisdiction to consider all further
26 applications arising out of or connected with the proposed Settlement.

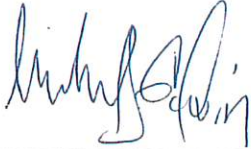
27 17. The Court will set a compliance hearing for approximately sixty (60) days
28 following final distribution of the settlement funds.

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IT IS SO ORDERED.

Dated: 04-22, 2022



Honorable Judge of the Superior Court
Michael Galvin

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Exhibit "A"

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**IN THE SUPERIOR COURT OF THE STATE CALIFORNIA
FOR THE COUNTY OF ORANGE**

FRANCISCO SANCHEZ and GLENN DERRICK
HOPSON, individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

ARB, INC., a California corporation; and DOES 1-20
inclusive,

Defendants.

Case No.: 30-2016-00837130-CU-OE-CXC

**NOTICE OF CLASS ACTION AND
PROPOSED SETTLEMENT**

TO: All non-exempt employees employed by ARB, Inc. in California from February 22, 2015 through January 18, 2018.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS
NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND
OBLIGATIONS

A settlement ("Settlement") has been proposed in the lawsuit referenced above, pending in the Superior Court for the County of Orange ("Court") titled *Francisco Sanchez and Glenn Derrick Hopson v. ARB, Inc., et al.*, Case No. 30-2016-00837130-CU-OE-CXC (the "Action"). If the Court gives final approval to the Settlement, defendant ARB, Inc. (hereinafter "Defendant") will provide each Class Member a payment calculated, in part, based on the number of workweeks by each Class Member as set forth in this Notice.

This Notice details your rights and options under this Settlement. If you have any questions, please contact the Settlement Administrator, c/o CPT Group, Inc. [CPT ADDRESS] or Class Counsel, whose contact information is provided below.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

GET A PAYMENT	If the settlement is approved and you do nothing, you will be mailed a settlement payment. The payment will be mailed to the address where this notice was sent unless you tell the Settlement Administrator to send it to a different address. Instructions for updating your address are set forth in Section 9 below.	Although there is no formal deadline to update your address, you should update it promptly if you move. The parties cannot predict the exact dates when important correspondence or settlement payments will be mailed.
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DISPUTE THE NUMBER OF WORKWEEKS	If you believe that the number of Workweeks with which you have been credited is incorrect, you must submit your challenge to the number of Workweeks to the Settlement Administrator. Detailed instructions for this option are set forth in Section 12 below.	Deadline for Disputing the Number of Workweeks: [30 days from mailing of notice]
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendant regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 19 below.	Deadline for Excluding from the Settlement: [60 days from mailing of notice]
OBJECT	<p>If you wish to object to the Settlement, you can either submit your written objections (i.e., why you do not believe the Settlement is fair or adequate) to the Settlement Administrator or appear at the Final Approval Hearing. Objecting to the Settlement does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 20 below.</p> <p>You will receive your settlement payment if you object but the Settlement is approved by the Court.</p>	Deadline for Submitting Written Objections to the Settlement: [60 days from mailing of notice]
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a "Fairness Hearing" (also known as the "Final Approval Hearing") to consider the Settlement, the request for attorneys' fees and costs by the attorneys representing the Class in the Action, and the Representative Plaintiffs' request for service awards for bringing and maintaining the lawsuit.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection to the Settlement. If you wish to appear at the Fairness Hearing to object to the Settlement, you may do so either in person or through your own attorney hired at your expense.</p>	Hearing Date: [TBD]

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WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION.....

- .X**
- 1. Why did I receive this notice?
 - 2. What is this lawsuit about?
 - 3. Why is this a class action?
 - 4. Why is there a settlement?
 - 5. How do I know if I am part of the Settlement?
 - 6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT.....

X

PAYMENT TO THE CLASS.....

- 7. What relief does the Settlement provide to the Class Members?
- 8. How can I get a payment?
- 9. How do I update my address/ contact information?
- 10. When will I get a payment?
- 11. How much will I be paid?
- 12. What if I think I worked more Workweeks than it says in this notice??
- 13. If I receive a settlement payment will I have to pay taxes on it?
- 14. No retaliation or discrimination

THE LAWYERS IN THIS ACTION AND THE CLASS REPRESENTATIVES.....

- 15. Do I have a lawyer in this Action?
- 16. How will the lawyers be paid?
- 17. Will the Representative Plaintiffs receive any compensation for their efforts in bringing and maintaining this Action?

RELEASE OF ALL CLAIMS.....

- 18. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....

- 19. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT.....

- 20. How do I tell the Court that I do not like the Settlement?
- 21. What is the difference between excluding myself from the Settlement and objecting to the Settlement?

FAIRNESS HEARING.....

.....X

- 22. What is the Fairness Hearing?
- 23. When and where is the Fairness Hearing?
- 24. May I speak at the Fairness Hearing?

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1 ADDITIONAL
2 INFORMATION.....

.....X

- 3 25. How do I get more information?
- 4 26. What if my address or other information has changed?

5 **BACKGROUND INFORMATION**

6 **1. Why did I receive this notice?**

7 You received this Notice because a settlement has been reached in the Action. According to
8 Defendant’s records you are a member of the Settlement Class and may be eligible for the relief
9 detailed below.

10 This Notice explains the nature of the Action, the general terms of the proposed Settlement, and
11 your legal rights and options. To obtain more information about the Settlement, including
12 information about how you can obtain a copy of the Settlement Agreement, see Section 25 below.

13 **2. What is this lawsuit about?**

14 In the Action, Plaintiffs allege, with respect to all non-exempt employees who were employed by
15 ARB, Inc. in California between February 22, 2015 and January 18, 2018, that ARB, Inc. failed to
16 furnish accurate itemized earnings statements and failed to maintain required records under the
17 California Labor Code during that period of time.

18 Defendant denies Plaintiffs’ allegations in their entirety. Defendant contends that it complied with
19 California law, that it furnished accurate itemized earnings statements, and that it maintained all
20 required records in compliance with the California Labor Code. Defendant contends that its
21 affirmative defenses to the Action may otherwise prevent or limit Plaintiffs’ class claims.

22 **The issuance of this Notice is not an expression of the Court’s opinion on the merits or the
23 lack of merits of Plaintiffs’ claims in the Action.**

24 For information about how to learn more about what has happened in the Action to date, please see
25 Section 25 below.

26 **3. Why is this a class action?**

27 In a class action lawsuit, one or more people called “Representative Plaintiffs” (in this Action,
28 Francisco Sanchez and Glenn Derrick Hopson are the Representative Plaintiffs) sue on behalf of
other persons who allegedly have similar claims. For purposes of this proposed Settlement, one
court will resolve the issues for all Class Members. The company sued in this Action, ARB, Inc.,
is called Defendant.

4. Why is there a settlement?

The Representative Plaintiffs, Francisco Sanchez and Glenn Derrick Hopson, have filed claims
against Defendant. Defendant denies that it has done anything wrong or illegal and admit no
liability. **The Court has not decided that the Plaintiffs or the Defendant should win in this
Action. Instead both sides agreed to a settlement.**

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for
purposes of the proposed Settlement: “non-exempt employees employed by ARB, Inc. in California
between February 22, 2015 and January 18, 2018.”

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1 **6. I'm still not sure if I am included.**

2 If you are still not sure whether you are included, you can contact the Settlement Administrator
3 and/or Class Counsel for help. The contact information for the Settlement Administrator is
4 [ADDRESS, FAX, AND EMAIL]. The contact information for Class Counsel is provided in
5 Section 15.

6 **THE PROPOSED SETTLEMENT**

7 **7. What relief does the Settlement provide to the Class Members?**

8 Defendant has agreed to fund this settlement in an amount totaling Three Million Two Hundred
9 and Fifty Thousand Dollars (\$3,250,000.00) ("Gross Settlement Amount"). This Settlement
10 Amount will be used to pay the claims of the Class Members, and the following amounts requested
11 by Plaintiffs and subject to Court approval: the costs of providing notice to the Class and
12 administering the Settlement (estimated to be not more than \$30,000.00); to pay any award of
13 attorneys' fees (up to \$1,137,500.00) and costs (estimated to be not more than \$50,000.00) to Class
14 Counsel; any enhancement payment, also known as a service award, awarded to the Representative
15 Plaintiffs (up to \$15,000.00 for each Representative Plaintiff). The estimated Net Settlement
16 Amount to be used to pay the claims of Class Members is \$2,002,500.00.

17 Your estimated Individual Settlement Payment was calculated using Defendant's payroll and
18 employee records. Individual Settlement Payments were calculated and apportioned as follows:

- 19 (a) First, the "Net Settlement Amount" shall be calculated by subtracting the Class Representative
20 Enhancement Payments, Attorneys' Fees and Costs, and Settlement Administration Costs from
21 the Gross Settlement Amount.
- 22 (b) Second, the Net Settlement Amount will be divided by the total number of Workweeks worked
23 by all Participating Class Members, resulting in the Workweek Value.
- 24 (c) Third, each Class Member's "Individual Settlement Payment" will be calculated by multiplying
25 each individual Class Member's Workweeks by the Workweek Value.

26 **PAYMENT TO THE CLASS**

27 **8. How can I get a payment?**

28 If the Settlement is approved, you will be mailed a settlement payment at the same address at which
you received this notice unless you either update your address using the process described below
or opt out of the settlement using the process described below. Your settlement check will be
negotiable for 180 days after it is issued. If you do not cash your check during this 180-day period,
the amount representing your check will be sent to the State Controller's Office under California's
Unclaimed Property Law the name of and for the benefit of such Participating Class Members who
did not cash their checks.

If you do not receive a notice in the mail, that is because the Settlement Administrator could not
find a valid mailing address for you, and you may not be mailed a settlement payment. Instead,
your check will be held by the Settlement Administrator for 180 days. In order to claim your check,
you must contact the Settlement Administrator. If you do not claim and cash your check during
this 180-day period, your check will be sent to the State Controller's Office under California's
Unclaimed Property Law in the name of and for the benefit of such Participating Class Member
who did not claim their check.

9. How do I update my address/ contact information?

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1 If your address or other contact information has changed, it is important that you inform the
2 Settlement Administrator of your new address. You may contact the Settlement Administrator in
3 one of three ways to notify them of your updated address: (1) mail to CPT Group, Inc. [CPT
4 ADDRESS], (2) e-mail to _____, or (3) facsimile to _____.
Alternatively, you may change your address at the Settlement website at _____.

5 **10. When will I get a payment?**

6 As described in Sections 22 and 23, the Court will hold a fairness hearing on [DATE FOR
7 FAIRNESS HEARING] to decide whether to approve the Settlement. If the Court approves the
8 Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be
resolved, and resolving them can take time, perhaps more than a year. You can check the status of
the Action by contacting the Settlement Administrator or Class Counsel. *Please be patient.*

9 **11. How much will I be paid?**

10 **Your estimated settlement payment is \$_____.**

11 According to Defendant's payroll records, you are a Settlement Class Member who worked
12 approximately ____ Workweeks as an hourly employee during the Class Period. The Class Period
13 is defined as the period of time between February 22, 2015 and January 18, 2018. Based on
14 information currently available, we estimate your share of the Settlement will be approximately
\$_____. This is only an estimate. The amount you ultimately receive as part of the
Settlement may increase or decrease in accordance with the terms of the Settlement and the Court's
orders.

15 Your estimated payment was calculated as follows. First, the estimate assumes that the Net
16 Settlement Amount used to pay the Class Members will be \$2,002,500.00. This includes the
17 assumption that the Court will approve disbursements totaling \$1,247,500.00 for the Class
18 Representative Enhancement Payments, Attorneys' Fees and Costs, and Settlement Administration
19 Costs from the Gross Settlement Amount. Second, the estimate assumes, based on Defendant's
20 records, that you worked _____ Workweeks between February 22, 2015 and January 18, 2018.
21 Third, the estimate assumes, based on Defendant's records, that the total number of Workweeks
22 worked by all Class Members between February 22, 2015 and January 18, 2018 is _____
23 Workweeks. Using those assumptions, the first step in the calculation is to divide the Net
Settlement Amount by the total number of Workweeks worked by all Participating Class Members,
which results in the Workweek Value. The second step in the calculation is to multiply the
Workweek Value by your Workweeks. The estimate is not a promise of a specific recovery, if any
of the assumptions are changed then the estimate will be different. The reason that the parties want
to distribute the settlement payments using this proportional method is because they believe it is
the fairest practicable method of sharing the recovery.

24 **12. What if I think I worked more Workweeks than it says in this notice?**

25 As explained above, your final settlement payment will depend, in part, on the number of
26 Workweeks you worked between February 22, 2015 and January 18, 2018. If you believe that you
27 worked more Workweeks than what is indicated in this notice, you should submit your dispute in
28 writing along with copies of any supporting records to the Settlement Administrator. You should
retain originals for your own records. The Settlement Administrator will then decide the dispute
between your calculation and that of Defendant. The Settlement Administrator will give significant
weight to Defendant's records, but will evaluate the records submitted by you and will make the

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1 final decision as to the merits of the dispute. You can submit your dispute in writing and
2 documentation by mail to the Settlement Administrator at: Settlement Administrator, c/o CPT
3 Group, Inc. [CPT ADDRESS]. Alternatively, you may submit your written dispute via facsimile
4 to [REDACTED], or you can submit your written dispute to the Settlement Administrator via e-mail
to the following e-mail address: [REDACTED]. You must submit your written dispute by no later
than [Workweek Dispute Deadline].

5 The Settlement Administrator will preliminarily decide whether your calculation of Workweeks or
6 that of Defendant is accurate if disputed, with the Court ultimately ruling on disputes. The
7 Settlement Administrator will give notice of its determination to the disputing Settlement Class
8 Member by no later than seven (7) days of receipt of the dispute. If you still believe that the
calculated number of Workweeks is too low, you may still decide to opt out of this Settlement or
to object to the Settlement as a whole on or before [Response Deadline].

9 **13. If I receive a settlement payment will I have to pay taxes on it?**

10 For tax purposes, your Individual Settlement Payment will be treated as penalties and interest, and
11 will not be subject to withholdings. You will be issued a 1099 form for your Individual Settlement
Payment. You should consult with a tax professional for more information about your own specific
situation.

12 **14. No retaliation or discrimination.**

13 Defendant respects your right to participate in this lawsuit and will take no adverse or retaliatory
14 action against you should you accept payment under the Settlement. Defendant's total payment
under this Settlement will not be impacted by your decision to participate in the settlement.

15 **THE LAWYERS IN THIS ACTION AND THE REPRESENTATIVE PLAINTIFF**

16 **15. Do I have a lawyer in this Action?**

17 The Court has preliminarily approved the law firm of Michael H. Kim P.C. ("Class Counsel") to
18 represent the interests of all Class Members. You will not be separately charged by these lawyers.
If you have a question about the settlement, you may contact Class Counsel by writing to them at
the following address:

19 Michael H. Kim, Esq.
Adam K. Tanouye, Esq.
20 MICHAEL H. KIM, P.C.
475 El Camino Real, Suite 309
21 Millbrae, California 94030
Telephone: (650) 697-8899
22 Fax: (650) 697-8896
23 Email: mkim@mhklawyers.com

Ronald W. Makarem, Esq.
Daniel J. Bass, Esq.
24 MAKAREM & ASSOCIATES APLC
11601 Wilshire Boulevard, Suite 2440
25 Los Angeles, CA 90025-1760
26 Phone: (310) 312-0299
27 Fax: (310) 312-0296
28 Email: makarem@law-rm.com
Email: bass@law-rm.com

If you want you be represented by your own lawyer, you may hire one at your own expense.

29 **16. How will the lawyers be paid?**

30 Class Counsel will ask the Court to award up to \$1,137,500.00 for attorney's fees and up to
31 \$50,000.00 for litigation costs. Any amount the Court awards will be paid from the Gross
32 Settlement Amount. To the extent the award is not approved in full, any remaining balance of the
33 fees and costs that are not awarded to Class Counsel will be added to the Net Settlement Amount

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1 and will be paid to the Participating Class Members. Defendant has agreed not to oppose the
2 request.

3 **17. Will the Representative Plaintiffs receive any compensation for her efforts in bringing
4 and maintaining this Action?**

5 The Representative Plaintiffs will each request a service award of up to \$15,000.00 for their services
6 as class representatives and their efforts in bringing and maintaining the Action. The Court will
7 make the final decision as to the amount to be paid to each of the Representative Plaintiffs. Any
8 amount the Court awards will be paid from the Gross Settlement Amount. To the extent the award
9 is not approved in full, any remaining balance of the money that is not awarded to the
10 Representative Plaintiffs will be added to the Net Settlement Amount and will be paid to the
11 Participating Class Members. Defendant has agreed not to oppose the request.

12 **RELEASE OF ALL CLAIMS**

13 **18. What am I giving up to obtain relief under the Settlement?**

14 If the Court approves the proposed Settlement, you will be releasing your claims against
15 Defendant unless you exclude yourself from the Settlement. Specifically, you will release the
16 class claim for failure to furnish accurate wage statements asserted in the Third Amended
17 Complaint against the Released Parties ("Released Claims"). The Released Claims include, but
18 are not limited to, any claims, rights, demands, liabilities, and causes of action of any kind or
19 nature in law or in equity, under any theory, whether contract, common law, constitutional,
20 statutory or otherwise, of any jurisdiction, foreign or domestic, whether known or unknown,
21 anticipated or unanticipated, including for damages, restitution, penalties, interest, costs,
22 attorneys' fees, expenses, equitable relief, injunctive relief, and any other relief which arising
23 from or that could have been asserted against Defendant based on the failure to furnish accurate
24 wage statements in California during the relevant Class Period, between February 22, 2015 and
25 January 18, 2018.

26 The Complaint and the Settlement Agreement, titled "Amended Joint Stipulation for Class Action
27 Settlement and Release," which contains the full terms of the release, are available online at
28 [REDACTED]. You may view these documents by going to the website. Alternatively, you
may contact Class Counsel or access the Court's electronic file on the Court's website at
<https://www.occourts.org/online-services/case-access/>.

29 **HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

30 **19. How do I exclude myself from the Settlement?**

31 You may exclude yourself from the Class and the Settlement. If you want to be excluded, you
32 must send a written request to exclude yourself from the Settlement, such as the enclosed Request
33 for Exclusion form. In the written request to be excluded, you should provide (1) your name,
34 home address, telephone number, and/or the last four digits of your social security number or
35 employee identification number to verify your identification; and (2) any statement to the effect
36 that you wish to be excluded from this Settlement. The request for exclusion must be sent to the
37 Settlement Administrator (i.e., postmarked or delivery date stamped) by no later than [REDACTED].
38 This request for exclusion can be sent to the Settlement Administrator in one of three ways: (1)
mail to CPT Group, Inc. [CPT ADDRESS], (2) e-mail to _____, or (3) facsimile to
_____.

If you timely request exclusion from the Settlement, you will be excluded from the Class, you
will not be bound by this Settlement and any subsequent judgment entered in the Action. This

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1 means that you are free to bring your own individual claim against Defendant for any of the wage
2 and hour violations alleged in the Action.

HOW TO OBJECT TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

4 At the date, time and location stated in Section 23 below, the Court will hold a Fairness Hearing
5 to determine if the Settlement is fair, reasonable, and adequate, and also to consider Class
6 Counsel's request for an award of attorneys' fees and costs, and the service awards to the
7 Representative Plaintiffs.

8 If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or
9 the proposed Settlement, you may do so in one of two ways:

10 (1) You may submit a written objection to the Settlement Administrator. This
11 written objection can be sent to the Settlement Administrator in one of three ways: (1)
12 mail to CPT Group, Inc. [CPT ADDRESS], (2) e-mail to _____, or (3)
13 facsimile to _____.

14 (2) Alternatively, you may appear in person or through an attorney and present
15 your objection to the Court at the Fairness Hearing.

16 If you decide to submit a written objection, you should include (1) your name, home address,
17 telephone number, and/or the last four digits of your social security number or employee
18 identification number to verify your identification; and (2) any evidence and legal argument in
19 support of your objection. The objection must be submitted to the Settlement Administrator via
20 U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service
21 postmark or other electronic transmission date and time stamp) by no later than _____. All
22 timely submitted objections will be submitted to the Court for consideration. You may, but need
23 not, submit your written objection through counsel of your choice. If you make your written
24 objection through counsel, you will be responsible for your attorneys' fees and costs.

25 You may also object without submitting a written objection by appearing at the final approval
26 hearing, including by appearing through counsel. If you wish to appear at the Fairness Hearing to
27 object to the Settlement, you may do so either in person or through your own counsel hired at
28 your expense.

21. What is the difference between excluding myself from the Settlement and objecting to the Settlement?

22 Objecting is telling the Court that you don't like something about the Settlement. You can object
23 only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't
24 want to be part of the Settlement Class. If you exclude yourself, you have no basis to object
25 because the Settlement no longer affects you.

26 Here are the key differences between objecting and opting out. If you object and the settlement is
27 approved, you are entitled to a settlement payment and will be bound by the Release. If you opt
28 out and the settlement is approved, you are not entitled to a settlement payment and will not be
bound by the Release.

FAIRNESS HEARING

22. What is the Fairness Hearing?

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1 The Court has preliminarily approved the Settlement, meaning only that it concluded that there is
2 sufficient evidence to suggest that the Agreement falls within the range of possible approval as
3 fair, reasonable, and adequate, and that the final determination of these issues will be made at the
4 Fairness Hearing. The purpose of the Fairness Hearing will be for the Court to determine whether
5 the Settlement should be approved as fair, reasonable, and adequate, and in the best interests of
6 the Settlement Class; to consider the request for attorneys' fees and costs for Class Counsel; and
7 to consider the request for service awards for the Representative Plaintiffs.

8 **23. When and where is the Fairness Hearing?**

9 The Fairness Hearing will be held on [REDACTED], at [REDACTED]. At the Fairness Hearing, the
10 Court will be available to hear any objections and arguments concerning the proposed Settlement.
11 The Fairness Hearing will take place in Department C16 of the California Superior Court, for the
12 County of Orange, located at 700 Civic Center Drive West, Santa Ana, CA 92701. The hearing
13 may be postponed to a different date, time or location without further notice.

14 **24. May I speak at the hearing?**

15 Yes. At the hearing, the Court will hear any objections and arguments concerning the fairness of
16 the Settlement. You may attend, but you do not have to.

17 **ADDITIONAL INFORMATION**

18 **25. How do I get more information?**

19 To see copies of the Settlement Agreement, the Court's Preliminary Approval and Final Approval
20 Orders, the Motions for Preliminary Approval and for Final Approval, and the operative
21 complaint filed in the Action, please visit the Settlement website at [REDACTED].
22 Alternatively, you may call, email, or fax the Settlement Administrator or Class Counsel for any
23 questions or information about this Settlement.

24 Alternatively, you may access the Court's electronic file on the Court's website at
25 <https://www.occourts.org/online-services/case-access/>.

26 **26. What if my address or other information has changed?**

27 It is your responsibility to inform the Settlement Administrator of your updated information.
28 Instructions for updating your address/ contact information are provided in Section 9.

DO NOT CONTACT THE COURT, THE JUDGE, THE CLERK, OR ANY OF THE COURT'S STAFF REGARDING THIS SETTLEMENT OR THE LAWSUIT. IF YOU HAVE ANY QUESTIONS, PLEASE DIRECT ALL QUESTIONS TO EITHER THE SETTLEMENT ADMINISTRATOR OR THE CLASS COUNSEL.

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Exhibit "B"

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REQUEST FOR EXCLUSION FORM

Francisco Sanchez and Glenn Derrick Hopson v. ARB, Inc.
In the Superior Court of the State California
For the County of Orange, Case No. 30-2016-00837130-CU-OE-CXC

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE
EXCLUDED FROM PARTICIPATING IN THE CLASS
ACTION SETTLEMENT**

**IF YOU WISH TO RECEIVE MONEY FROM THIS
SETTLEMENT, DO NOT SUBMIT THIS FORM**

By signing and returning this form, I certify that I have read the Notice of Class Action and Proposed Settlement and that I wish to be excluded from participating in the Settlement. I understand that this means that I will not receive any money or other benefits under the settlement, and I will not be subject to the settlement and release in the Settlement of the Class Action.

Name (Please Print): _____

(First) (Middle) (Last)

Address: _____

(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

THIS FORM MUST BE E-MAILED, POST-MARKED, OR FAX STAMPED NO LATER THAN [60 DAYS AFTER THE DATE OF THE INITIAL MAILING], AND MUST BE EMAILED, MAILED OR FAXED TO THE SETTLEMENT ADMINISTRATOR AT:

Settlement Administrator
c/o CPT Group

