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LAW AND MOTION DEPT. 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RANDALL COWEN, individually, and on behalf of other members of the general public similarly situated, and on behalf of other members of the general public similarly situated and on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA");

Plaintiff,

v.

EVERETT FINANCIAL, INC. d/b/a SUPREME LENDING, a Texas corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 34-2018-00247289-CU-OE-GDS

Honorable Shama H. Mesiwala
Department 53

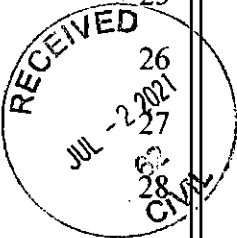
CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Reservation ID: 2572068]

Hearing Date: July 28, 2021
Hearing Time: 1:30 p.m.
Hearing Place: Dept. 53

Complaint Filed: December 27, 2018
Jury Trial: None Set



1 . A preliminary approval hearing was held before this Court on July 28, 2021, for the
2 purpose of determining, among other things, whether the proposed Settlement was within the
3 range of possible approval and whether notice to the Class of its terms and conditions, and the
4 scheduling of a Final Approval /Settlement Fairness Hearing, will be worthwhile. Appearing at
5 the hearing was Weintraub Tobin on behalf of Defendant Everett Financial, Inc. d/b/a Supreme
6 Lending (“Defendant”); and Justice Law Corporation, on behalf of Plaintiff Randall Cowen
7 (“Plaintiff”) and the Class Members.

8 Having reviewed the papers and documents presented, heard the statements of counsel,
9 having considered the matter, and making findings and rulings at the hearing,

10 **IT IS HEREBY ORDERED:**

11 1. The Court hereby GRANTS preliminary approval of the terms and conditions
12 contained in the Joint Stipulation of Class Action Settlement and Release (“Settlement
13 Agreement,” “Settlement,” or “Agreement”). The Court preliminarily finds that the terms of the
14 Settlement Agreement appear to be within the range of possible approval, pursuant to the
15 provisions of Section 382 of the California Code of Civil Procedure.

16 2. It appears to the Court on a preliminary basis that: (1) the Settlement amount is
17 fair and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, liability and damages issues and potential appeals; (2)
19 significant formal and informal discovery, investigation, research, and litigation have been
20 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
21 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
22 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
23 has been reached as the result of intensive, serious and non-collusive negotiations between the
24 Parties. Thus, the Court preliminarily finds that the Settlement was entered into in good faith.

25 3. The Court hereby GRANTS conditional certification of the Class, in accordance
26 with the Settlement, for the purposes of this settlement only. The Class is defined as “all current
27 and former hourly, non-exempt employees of Defendant employed in the State of California at
28 any time from May 18, 2014, through July 10, 2021.” (“Class” and “Class Period”).

1 4. The Court hereby authorizes the retention of CPT Group, Inc. (“CPT Group”) as
2 Claims Administrator for the purpose of this Settlement.

3 5. The Court hereby conditionally finds that Douglas Han, Shunt Tatavos-Gharajeh
4 and Arsine Grigoryan of the Justice Law Corporation may act as counsel for the Class, and that
5 Plaintiff may conditionally act as the representative for the Class.

6 6. The Court hereby APPROVES the Notice of Class Action Settlement, attached
7 hereto as “EXHIBIT A,” to the Settlement Agreement. The Court finds that the Notice of Class
8 Action Settlement along with the related notification materials constitute the best notice
9 practicable under the circumstances and are in full compliance with the laws of the State of
10 California, to the extent applicable, the United States Constitution, and the requirements of due
11 process, as well as California Rule of Court 3.766. The Court further finds that the Notice of
12 Class Action Settlement appears to fully and accurately inform the Class Members of all material
13 elements of the proposed Settlement, of the Class Members’ right to be excluded from the Class,
14 and of each Class Member’s right and opportunity to object to the Settlement. Thus, the Court
15 finds that the notice requirements of California Rule of Court, rule 3.769, subds. (c) and (f) are
16 satisfied, and that the Notice of Class Action Settlement that will be provided adequately advises
17 Class Members of their rights under the Settlement. Within ten (10) business days of Preliminary
18 Approval, Defendant will provide the Class List(s) to the Claims Administrator. The Class
19 List(s) will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
20 Class Member’s full name; most recent mailing address; Social Security number; and dates of
21 employment as hourly-paid or non-exempt employee in California (“Class List”). Within fifteen
22 (15) calendar days of receipt of the Class List(s), the Claims Administrator will perform a search
23 based on the National Change of Address Database (“NCOA”), or any other similar services
24 available, and mail a Notice of Class Action Settlement and Claim Form (“Notice Packet”) to all
25 Class Members via regular First-Class U.S. Mail, using the most current, known mailing
26 addresses available.

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1 7. The Court hereby APPROVES the proposed Claim Form for use in administering
2 the Settlement, attached hereto as “EXHIBIT B” to the Settlement. Claim Forms must be
3 mailed to Class Members along with the Notice of Class Action Settlement (collectively known
4 as the Notice Packet). To receive Individual Settlement Payments, all Class Members will be
5 required to submit a timely Claim Form sixty (60) calendar days from the initial mailing of the
6 Notice Packet by the Claims Administrator (“Response Deadline”). All Claim Forms must be
7 signed and returned to the Claims Administrator via first class mail or fax and postmarked or
8 faxed by the Response Deadline. The date of the postmark on the return mailing envelope will
9 be the exclusive means to determine whether a Claim Form has been timely submitted.

10 8. The Court hereby APPROVES the proposed procedure for requesting exclusion
11 from the Settlement. Class Members who wish to Request for Exclusion from the Settlement
12 must request to do so in writing that: (a) is signed by the Class Member; (b) contains the name,
13 address, telephone number, and the last four digits of the Social Security Number of the Class
14 Member requesting exclusion; (c) clearly states the name of this case, the case number, and that
15 the Class Member does not wish to be included in the settlement; (d) is returned by mail to the
16 Claims Administrator at the specified address and/or facsimile number; and (e) is postmarked on
17 or before the Response Deadline. The date of the postmark on the return mailing envelope will
18 be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
19 A Class Member who does not request exclusion from the settlement (“Settlement Class
20 Member”) will be bound by all terms of the settlement, if the settlement is granted final approval
21 by the Court.

22 9. Counsel for the Parties are authorized to correct any typographical errors in the
23 Notice Packet and make clarifications, to the extent the same are found or needed, so long as
24 such corrections do not materially alter the substance of the documents.

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1 10. The Court further ORDERS that a Final Approval/Settlement Fairness Hearing
2 shall be conducted to determine final approval of the Settlement along with the amount properly
3 payable for: (i) Attorneys' Fees and Costs; (ii) Class Representative Enhancement Payment; (iii)
4 Claims Administration Costs; and (iv) the Private Attorneys General Act of 2004 ("PAGA")
5 Payment to the California Labor and Workforce Development Agency ("LWDA"). The Final
6 Approval/Settlement Fairness Hearing shall not be held earlier than thirty (30) calendar days
7 after the Response Deadline, ~~and is therefore set to be heard on~~ Counsel for the class to contact the clerk
8 in dept. 53 with requested date for hearing. The hearing will ~~at~~
9 be held at 1:30 pm in dept. 53. The briefing shall be filed in ~~Justice Law~~
10 Corporation shall file the moving papers and appropriate declarations and supporting evidence
conformity with CCP 1005. ↗

11 11. The Court further ORDERS that each Class Member who submits a timely
12 objection shall have a right to appear at the Final Approval/Settlement Fairness Hearing to have
13 their objections heard by the Court. To object to the Settlement, a Class Member must file a
14 valid Notice of Objection with the Court and serve copies of the Notice of Objection on the
15 Parties before the Response Deadline. For the Notice of Objection to be valid, it must include:
16 (a) the objector's full name, signature, and address, (b) a written statement of all grounds for the
17 objection accompanied by any legal support for such objection, (c) a clear reference to the title of
18 this case and case number, and (d) copies of any papers, briefs, or other documents upon which
19 the objection is based. The postmark date of the filing and service will be deemed the exclusive
20 means for determining that the Notice of Objection is timely. Class Members who fail to object
21 in the specific and technical manner specified above will be deemed to have waived all
22 objections to the Settlement and will be foreclosed from making any objections and seeking any
23 adjudication or review, whether by appeal or otherwise, to the Settlement.

24 12. The Court further ORDERS that pending further order of this Court, all
25 proceedings in this Action, except those contemplated herein and in the Settlement, are stayed.

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1 13. The Court further ORDERS that to facilitate administration of this Settlement, all
2 Class Members, including Plaintiff, are hereby enjoined from filing or prosecuting any claims,
3 cases, suits or administrative proceedings (including filing or pursuing claims with the California
4 Division of Labor Standards Enforcement) regarding claims released by the Settlement, unless
5 and until such Class Members have filed valid and timely written Request for Exclusion with the
6 Claims Administrator and the time for submitting claims to the Claims Administrator has
7 elapsed.

8 14. If the Court grants final approval, all Settlement Class Member and all Settlement
9 Class Members' heirs, assigns, agents, representatives, administrators, and executors ("Releasing
10 Parties") be deemed to have given a release of the Released Claims, as set forth in the Settlement
11 and Notice Packet, against Defendant, its parents and all of its subsidiaries, related, and affiliated
12 entities and each of their respective past and present employees, officers, directors,
13 administrators, staff, attorneys, owners, shareholders, members, partners, insurers, benefit plan
14 fiduciaries and agents, and all of their respective successors and assigns ("Released Parties"),
15 and the Releasing Parties shall be permanently enjoined and forever barred from asserting any
16 Released Claims against the Released Parties.

17 15. If for any reason the Court does not execute and file a Final Approval Order, the
18 proposed settlement subject to this Order and all evidence and proceedings had in connection
19 with the settlement shall be null and void. Further, this Order shall be vacated, and the Parties
20 shall revert to their respective positions as of before entering the Settlement.

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1 16. The Court reserves the right to adjourn or continue the date of the Final
2 Approval/Settlement Fairness Hearing and all dates provided for in the Settlement without
3 further notice to Class Members and retains jurisdiction to consider all further applications
4 arising out of or connected with the proposed Settlement.

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6 **IT IS SO ORDERED.**

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8 Dated: **JUL 28 2021**



[Handwritten signature]

Honorable **JONATHAN R. HAYES**
Judge of the Superior Court
County of Sacramento

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Randall Cowen v. Everett Financial, Inc. d/b/a Supreme Lending
Sacramento County Superior Court Case No. 34-2018-00247289

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former hourly, non-exempt employees of Everett Financial, Inc. d/b/a Supreme Lending who worked in California at any time from May 18, 2014 to [Insert Date] (“Class Member(s”).

You are receiving this Notice of Class Action Settlement because you have been identified as a person who worked or currently works as an hourly, non-exempt employee of Everett Financial, Inc. d/b/a Supreme Lending (“Defendant”) in California between May 18, 2014 and [Insert Date].

On _____, 2021, the Honorable Shama H. Mesiwala of the Superior Court of the State of California for the County of Sacramento granted preliminary approval of this Class Action Settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The amount of your estimated payment is listed on the enclosed Claim Form

To participate in the settlement and to receive your payment, you must mail a Claim Form to the Claims Administrator by not later than _____, 2021. If you fail to postmark or fax a Claim Form by _____, 2021, you will not receive a payment from the settlement, but you will be bound by its terms. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on _____, 2021 in Department 53 of the Sacramento County Superior Court located at 813 Sixth Street, 2nd Floor, Sacramento, California 95814. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Randall Cowen (“Cowen”) is a former employee of Defendant. Cowen sued Defendant for violations of the California Labor Code and Business & Professions Code, including but not limited to allegations that Defendant failed to provide appropriate meal and rest breaks, failed to adequately pay overtime wages, and that Cowen and Class Members were not properly or timely compensated for all hours worked. Defendant denies Cowen’s allegations and contends that it complied with all applicable laws governing hours worked and meals and rest breaks.

Cowen and Defendant entered into settlement discussions to attempt to resolve the claims in their case. On May 20, 2021, the parties were able to finalize a settlement of Cowen’s claims.

Counsel for Cowen, and the attorneys appointed by the Court to represent the class, Justice Law Corporation (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendant has denied and continues to deny the factual and legal allegations in Cowen’s case and believes that the claims have no merit. 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. Defendant has agreed to settle the case solely for economic

efficiency.

Summary of Settlement Terms

Cowen and Defendant have agreed to settle the underlying class claims in exchange for the Maximum Settlement Amount of up to \$2,740,000.00. This amount is inclusive of: (1) individual settlement payments to participating Class Members; (2) a Class Representative Enhancement Payment to Cowen of up to \$10,000.00; (3) Claims Administration Costs currently estimated at \$15,000; (4) \$959,000.00 in attorneys' fees and up to \$25,000.00 in litigation costs and expenses to Class Counsel; (5) \$100,000 in a Private Attorney General Act ("PAGA") Payment (civil penalties to be divided 75% to the State of California and 25% to the Class Members).

After deducting the Class Representative Enhancement Payment, the Class Representative Settlement Payment, Claims Administration Costs, the payment to the California Labor and Workforce Development Agency, and attorneys' fees and costs/expenses, a total of approximately [INSERT] will be available for Class Members to claim by submitting Claim Forms ("Net Settlement Amount").

The Class Administrator will make settlement payments to each Class Member who submits a valid and timely Claim Form (a "Verified Claimant"). All Claim Forms must be signed and completed in their entirety to be considered valid. The amount of settlement payment each Class Member receives will be based on the number of workweeks each Class Member worked during the relevant Class Period.

If less than 50% of the Net Settlement Amount is claimed, then each participating Class Member's claim will be increased proportionally until 50% of the Total Net Settlement Amount is paid to all Verified Claimants. All unclaimed and/or undistributed remainder over the 50% of the Net Settlement Amount will be the exclusive property of Defendant.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% Class Member's Individual Settlement Payment will be treated as wages, 80% as interest and penalties.

Your Options Under the Settlement

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

Option 1 – Submit a Claim Form to Be Eligible for Payment

If you want to receive money from the settlement, you **must** complete and sign the enclosed Claim Form (see prepaid return envelope). You need to complete the Claim Form and promptly mail it or fax it to the Claims Administrator postmarked no later than _____, 2021.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Claims Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must set forth your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Claims Administrator

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

c/o _____

The written request to be excluded must be postmarked not later than _____, 2021. If you submit a request for exclusion which is not postmarked by _____, 2021, your request for exclusion will be rejected, and you will be included in the settlement class.

Option 3 – File an Objection with the Court

If you wish to object to the settlement because you find it unfair or unreasonable, you may file with the Court an objection stating why you object to the settlement. For the objection to be valid, it must include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) a clear reference to the title of this case and case number; and (iv) copies of any papers, briefs, or other documents upon which the objection is based. Further, if any objector intends to appear at the Final Approval hearing, either in person or through counsel, he or she must include notice of that fact and state the purpose for his or her appearance in his or her objection. The objection must be filed with the Court and served on the attorneys listed below:

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Arsine Grigoryan, Esq.
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Class Counsel

Ryan Abernethy, Esq.
WEINTRAUB TOBIN
400 Capitol Mall, 11th Floor
Sacramento, California 95814
Telephone: (916) 558-6600
Counsel for Everett Financial, Inc. d/b/a Supreme Lending

All objections must be filed with the Court not later than _____, 2021. Late objections will not be considered. By filing an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____m. in the Sacramento County Superior Court and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

Option 4 – Do Nothing

You may also do nothing in response to this notice. However, if you choose to do nothing, and if the Court grants final approval of the settlement, you will be deemed to have released the Released Claims even though you will not receive money from the settlement. If you do not want to be deemed to have released the Released Claims, you must exclude yourself from the settlement by following Option 2.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. If you choose **Option 4**, you will receive nothing. In addition, Settlement Class Members who choose Options 1 and/or 4, on behalf of such Settlement Class Members and such persons' heirs, assigns, agents, representatives, administrators, and executors (collectively "Releasing Parties"), release, acquit, and forever discharge Defendant, its parents and all of its subsidiaries, related, and affiliated entities and each of their respective past and present employees, officers, directors, administrators, staff, attorneys, owners,

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

shareholders, members, partners, insurers, benefit plan fiduciaries and agents, and all of their respective successors and assigns (collectively the “Released Parties”), from any and all lawsuits, arbitrations, causes of action, complaints, obligations, demands, liabilities, or claims of any kind, whether in law or in equity, known or unknown, direct or indirect, asserted or unasserted, liquidated or unliquidated (hereinafter “Claims”) and obligations, duties, liabilities, agreements, promises, damages, costs, penalties, interest, fees (including without limitation attorney’s fees), losses, expenses, and debts of any kind or nature whatsoever, whether known or unknown, direct or indirect, asserted or unasserted, liquidated or unliquidated (hereinafter “Obligations”) that the Releasing Parties ever had or now have against the Released Parties arising out of or relating to all wage-and-hour matters, including, without limitation the following (collectively, the “Released Claims”):

- a. Claims and Obligations (including but not limited to those under federal, state, or local statute, rule or regulation) that the Releasing Parties allege or could have alleged or pled based on the factual allegations or predicate in the Lawsuits;
- b. Claims and Obligations relating to wages and benefits including, without limitation, compensation, salary, commissions, incentive pay, overtime, regular rate of pay, meal and rest breaks, paychecks, wage statements, wait time, expense reimbursement, payroll periods, pay cycles, pay dates, final paychecks, use of personal cell phones for business purposes, time reporting, rounding of time clock entries, off-the-clock work, wage recapture, classification as exempt or non-exempt employees, health and welfare benefits, relocation, separation pay, severance pay, notice pay, paid time off, sick pay, bonuses, and/or compensation and benefits of any kind;
- c. Claims and Obligations based on: (i) California Labor Code §§ 510 and 1198 (unpaid overtime); (ii) California Labor Code §§ 226.7 and 512(a) (unpaid meal premiums); (iii) California Labor Code §§ 226.7 (unpaid rest premiums); (iv) California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (v) California Labor Code §§ 201 and 202 (final wages not timely paid); (vi) California Labor Code § 226(a) (non-compliant wage statements); (vii) California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (viii) California Business & Professions Code § 17200, *et seq.*; (ix) California Labor Code § 2698 *et seq.*; (x) the California Labor Code, Wage Orders of the California Industrial Welfare Commission, the California Private Attorney General Act, and all other state and local wage-and-hour statutes, regulation, and rules. The Plaintiffs and Settlement Class will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Claims including, but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.
- d. This does not prohibit Releasing Parties from participating in an Equal Employment Opportunity Commission, the state Department of Fair Employment and Housing, or any other federal, state or local administrative agency investigation or proceeding. It also does not preclude Releasing Parties from filing claims for workers’ compensation or unemployment benefits, or from any other claims or rights that are not waivable as a matter of law.

If you choose **Option 2**, you will no longer be a Class Member and will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

If you choose **Option 3**, you will still be entitled to the money from the settlement, but only if you complete your Claim Form and postmark it by _____, 2021. Otherwise, if the Court overrules your objection, you will be deemed to have released the Released Claims.

Questions? Contact the Settlement Claims Administrator toll free at 1-*-***-******

Additional Information

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Everett Financial, Inc. class action settlement. You may also find a copy of the settlement agreement along with the pleadings related to the settlement at [www.insertwebsite.com].

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreements, and other papers filed in the case. Copies of these documents may be obtained by at the Sacramento County Superior Court Office of the Clerk located at 720 9th St, Sacramento, California 95814.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT; THE JUDGE; EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING; OR EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING'S ATTORNEYS WITH INQUIRIES.

EXHIBIT B

CLAIM FORM
Return 1 Form To Receive Your Settlement Payment

Randall Cowen v. Everett Financial, Inc. d/b/a Supreme Lending
Sacramento County Superior Court Case No. 34-2018-00247289
MAIL OR FAX TO:
c/o Claims Administrator
[Address]
Fax: (***) ***-****

Your Claim Form must be completed and received by fax or postmarked on or before _____, or it will be rejected.

You are responsible for maintaining a copy of the fully completed Claim Form and proof of fax or mailing. If you move, please inform the Claims Administrator of your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

||||| Claim #
First Name, Last Name
c/o _____
Address1 Address2
City, State, Zip, Country

Name/Address Changes (if any):

(_____) _____
Area Code Home Telephone Number

(_____) _____
Area Code Alternate Telephone Number

Calculation of Settlement Payments: Each participating Class Member's share of the settlement is based upon the number of workweeks he or she worked during the relevant Class Period.

According to Everett Financial, Inc. d/b/a Supreme Lending's ("Defendant") records, you worked for as an hourly, non-exempt employee in California from [DATE] to [DATE]. Accordingly, you worked for a total of [NUMBER] workweeks during the Class Period, which is defined as the period from May 18, 2014 through [Insert Date]. Based on the preceding information, your estimated Individual Settlement Payment is [AMOUNT]. Your final actual share may vary depending on the number of claimants participating in this settlement.

If you disagree with the numbers stated above, explain why you believe Defendant's records are mistaken, and attach all supporting documentation:

If you dispute the numbers stated above, Defendant's records will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties. Such a determination by the Parties will be final and binding with no opportunity for further appeal.

CLAIM FORM
Return 1. Form To Receive Your Settlement Payment

Your signature below constitutes a full release, waiver, and discharge of the following claims on behalf of you and your heirs, assigns, agents, representatives, administrators, and executors (“Releasing Parties”):

The claims released by the Class Members include, but are not limited to, any and all lawsuits, arbitrations, causes of action, complaints, obligations, demands, liabilities, or claims of any kind, whether in law or in equity, known or unknown, direct or indirect, asserted or unasserted, liquidated or unliquidated (hereinafter “Claims”) and obligations, duties, liabilities, agreements, promises, damages, costs, penalties, interest, fees (including without limitation attorney’s fees), losses, expenses, and debts of any kind or nature whatsoever, whether known or unknown, direct or indirect, asserted or unasserted, liquidated or unliquidated (hereinafter “Obligations”) that you ever had or now have against Defendant, its parents and all of its subsidiaries, related, and affiliated entities and each of their respective past and present employees, officers, directors, administrators, staff, attorneys, owners, shareholders, members, partners, insurers, benefit plan fiduciaries and agents, and all of their respective successors and assigns (collectively the “Released Parties”), arising out of or relating to all wage-and-hour matters, including, without limitation the following (collectively, the “Released Claims”):

- a) Claims and Obligations (including but not limited to those under federal, state, or local statute, rule or regulation) that the Releasing Parties allege or could have alleged or pled based on the factual allegations or predicate in the Lawsuits;
- b) Claims and Obligations relating to wages and benefits including, without limitation, compensation, salary, commissions, incentive pay, overtime, regular rate of pay, meal and rest breaks, paychecks, wage statements, wait time, expense reimbursement, payroll periods, pay cycles, pay dates, final paychecks, use of personal cell phones for business purposes, time reporting, rounding of time clock entries, off-the-clock work, wage recapture, classification as exempt or non-exempt employees, health and welfare benefits, relocation, separation pay, severance pay, notice pay, paid time off, sick pay, bonuses, and/or compensation and benefits of any kind;
- c) Claims and Obligations based on: (i) California Labor Code §§ 510 and 1198 (unpaid overtime); (ii) California Labor Code §§ 226.7 and 512(a) (unpaid meal premiums); (iii) California Labor Code §§ 226.7 (unpaid rest premiums); (iv) California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (v) California Labor Code §§ 201 and 202 (final wages not timely paid); (vi) California Labor Code § 226(a) (non-compliant wage statements); (vii) California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (viii) California Business & Professions Code § 17200, *et seq.*; (ix) California Labor Code § 2698 *et seq.*; (x) the California Labor Code, Wage Orders of the California Industrial Welfare Commission, the California Private Attorney General Act, and all other state and local wage-and-hour statutes, regulation, and rules. The Plaintiffs and Settlement Class will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Claims including, but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

CLAIM FORM
Return To Form To Receive Your Settlement Payment

- d) This does not prohibit Releasing Parties from participating in an Equal Employment Opportunity Commission, the state Department of Fair Employment and Housing, or any other federal, state or local administrative agency investigation or proceeding. It also does not preclude Releasing Parties from filing claims for workers' compensation or unemployment benefits, or from any other claims or rights that are not waivable as a matter of law."

The period covered by the Released Claims extends from May 18, 2014 to and including the [Insert Date] of this settlement by the Court.

By signing below, you acknowledge that, if you submit erroneous information in connection with this claim, your claim may be denied in whole or in part.

I declare under penalty of perjury under the laws of the State of California that the information supplied herein by the undersigned is true and correct and that this Claim Form was executed on

_____, 2021 in _____, _____
Date City State

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