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6 Attorneys for PLAINTIFF MARIA GARCIA,
7 on behalf of herself and others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 MARIA GARCIA, on behalf of herself and
11 others similarly situated,

12 Plaintiff,

13 vs.

14 STEARNS PRODUCT DEVELOPMENT
15 CORPORATION. and DOES 1 to 100,
16 inclusive,

17 Defendants.

Case No.: CVRI2204904

CLASS ACTION

[ASSIGNED FOR ALL PURPOSES TO THE
HON. HAROLD W. HOPP, DEPT. 1]

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

Action Filed: November 8, 2022

Hearing Information:

Date: May 21, 2024

Time: 8:30 a.m.

Dept.: Dept. 1

1 The Motion for Preliminary Approval of a Settlement came before this Court on May 21,
2 2024, at 8:30 a.m. in Department 10 of the Riverside County Superior Court Courthouse located at
3 4050 Main Street, Riverside, California 92501. The Court, having considered the proposed amended
4 Settlement of Class Action and PAGA Agreement (the “Settlement Agreement”), attached as **Exhibit**
5 **1** to the Declaration of Jovahn Wiggins in Support of Plaintiff’s Amended Proposed Order Granting
6 Plaintiff’s Motion for Preliminary Approval of the Class Settlement (“Wiggins Dec.”); having
7 considered the amended Notice of Proposed Class Action and PAGA Settlement (“Notice”), attached
8 as Exhibit A to the Settlement Agreement, having considered the Motion for Preliminary Approval
9 of Class Action and PAGA Settlement filed by the parties; having considered the respective points
10 and authorities and declarations submitted by the parties in support thereof; and good cause appearing,

11 **HEREBY ORDERS THE FOLLOWING:**

12 The Court grants preliminary approval of the settlement as set forth in the Stipulation and
13 finds the terms to be within the range of reasonableness of a settlement that ultimately could be
14 granted approval by the Court at the final Fairness Hearing. For purposes of the settlement, the Court
15 finds that the proposed settlement class is ascertainable and that there is a sufficiently well-defined
16 community of interest among the Class in questions of law and fact. Therefore, for settlement
17 purposes only, the Court grants conditional certification of the following “Settlement Class” defined
18 as follows:

19 1. All current and former hourly non-exempt employees of Defendant who worked for
20 Defendant in California at any time during the Class Period beginning November 8, 2018, and
21 continuing through the earlier of December 19, 2023, or the date the number of workweeks worked
22 by class members equals 14,017.

23 2. For purposes of the settlement, the Court further designates named Plaintiff Maria
24 Garcia as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Jovahn
25 Wiggins, Esq. of Lavi & Ebrahimian, LLP as Class Counsel.

26 3. The Court appoints CPT Group, Inc. as the Settlement Administrator. The Settlement
27 Administrator shall process the class data, prepare the Notice for mailing, receive any objections and
28 requests for exclusion respond, inquiries from Class Members, establish a qualified settlement fund,

1 prepare and issue checks to Participating Class Members for their Individual Class Settlement
2 Payments, to Class Counsel for Attorneys' Fees and Costs, to Plaintiff for her Class Representative
3 Service Payment, to the LWDA, and to PAGA Employees for the Individual PAGA Settlement
4 Payments, remit necessary taxes to the appropriate taxing authorities, and any other such tasks
5 necessary to carry out the terms of the Settlement. The Settlement Administrator shall also provide a
6 declaration, which Class Counsel will file, that includes a copy of every timely and valid written
7 objection or Request for Exclusion received by the Settlement Administrator.

8 4. A final fairness hearing on the question of whether the proposed settlement should be
9 finally approved as fair, reasonable and adequate as to the members of the Settlement Class is
10 scheduled in Department 1 of this Court, on September 18, 2024, or another date and time which is
11 convenient for the Court.

12 5. At the final fairness hearing, the Court will consider: (a) whether the settlement should
13 be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval
14 of the settlement should be entered; and (c) whether Plaintiff's application for an award of attorneys'
15 fees, reimbursement of litigation expenses, and class representative enhancement should be granted.

16 6. Counsel for the parties shall file memoranda, declarations, or other statements and
17 materials in support of their request for final approval by no later than 16 court days prior to the final
18 fairness hearing.

19 7. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of
20 litigation expenses and class representative enhancement by no later than sixteen (16) court days
21 prior to the final fairness hearing.

22 8. The Court approves, as to form and content, the Notice of Class Action and PAGA
23 Settlement, Objection Form, and Exclusion Form attached hereto as **Exhibit A**.

24 9. The Court directs Defendant to provide the Settlement Administrator a class database
25 based on Defendant's payroll and other business records containing the following information for
26 each Class Member: (1) name; (2) last-known mailing address; (3) Social Security number; and (4)
27 number of Class Period Workweeks and PAGA Pay Periods within fifteen (15) calendar days of the
28 entry of this Order.

1 10. The Court directs the mailing of the Notice by first class mail to Class Members no
2 later than fourteen (14) calendar days of the Settlement Administrator’s receipt of the Class Data.

3 11. The proposed members of the Class shall have sixty (60) calendar days after initial
4 mailing of the Notice, Objection Form, and Exclusion Form (“Response Deadline”), or fourteen
5 (14) days from remailing, to object or request exclusion from the settlement.

6 12. The Court finds that the forms of Notice to the Class regarding the pendency of the
7 action and of this settlement, and the methods of giving notice to members of the Class constitute
8 the best notice practicable under the circumstances and constitute valid, due, and sufficient notice
9 to all members of the Class. They comply fully with the requirements of California Code of Civil
10 Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and
11 3.769, the California and United States Constitutions, and other applicable law.

12 13. The Court further approves the procedures for Class Members to participate in,
13 exclude themselves, or object to the Settlement, as set forth in the Settlement and Notice.

14 14. Class Members wishing to exclude themselves from the Settlement Agreement must
15 send to the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion
16 not later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice
17 (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-
18 mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that
19 reasonably communicates the Class Member’s election to be excluded from the Settlement and
20 includes the Class Member’s (a) name, (b) address, and (c) email address or telephone number. To
21 be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
22 Deadline. The Settlement Administrator shall accept any Request for Exclusion as valid if the
23 Settlement Administrator can reasonably ascertain (1) the identity of the person as a Class Member
24 and (2) the Class Member’s desire to be excluded.

25 15. Participating Class Members who wish to object to the approval of this Settlement
26 shall inform the Settlement Administrator in writing by fax, email, or mail. Alternatively,
27 Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present
28 verbal objections at the Final Approval Hearing. Written objections must be not later than sixty

1 (60) days after the Settlement Administrator mails the Class Notice (plus an additional 14 days for
2 Class Members whose Class Notice is re-mailed).

3 16. The procedures and requirements for submitting objections in connection with the
4 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
5 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the
6 due process rights of all Class Members. To the extent any Class Member submits an objection or
7 a request for exclusion, the Settlement Administrator will submit a declaration authenticating each
8 it has received.

9 17. Pending the Final Approval Hearing, all proceedings in this action, other than
10 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
11 and this Order, are stayed.

12 18. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
13 connection with the administration of the settlement which are not materially inconsistent with
14 either this Order or the terms of the Settlement.

15 19. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Data Date: last day for Defendant to provide the Class Members' data to the Settlement Administrator	15 calendar days after the entry of this Order
Notice Date: last day for Settlement Administrator to mail Notice to Class Members.	14 calendar days after the Settlement Administrator's receipt of the Class Data
Response Deadline: (i) last day for class members to submit a request for exclusion; and (ii) last day for class members to submit written objections.	60 calendar days after the date of mailing of the Notice (plus an additional 14 calendar days if Notice is re-mailed).
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses, and class representative enhancement.	16 court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 court days prior to the final fairness hearing
Last day for the Parties to respond to Objections	16 court days prior to the final fairness hearing

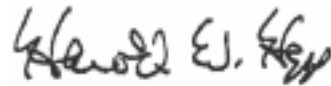
Hearing on final approval of class action settlement.

September 18, 2024

20. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have submitted timely and valid written objections, or those who have indicated to the Settlement Administrator an intent to present verbal objections at the Final Approval Hearing), be continued or adjourned by Order of the Court. The Settlement Administrator will provide notice to any objecting Class Member if there is a change in the date and/or time of the Final Approval Hearing

IT IS SO ORDERED.

Dated: 05/30/2024



Harold W. Hopp
Judge of the Superior Court of the State of California
for Riverside County

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Garcia v. Stearns Product Development Corporation
Riverside County Superior Court Case No. CVRI2204904

and

Garcia v. Stearns Product Development Corporation
Riverside County Superior Court Case No. CVRI2300367

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY STEARNS PRODUCT DEVELOPMENT CORPORATION IN CALIFORNIA AS AN HOURLY-PAID EMPLOYEE AT ANY TIME FROM NOVEMBER 8, 2018, THROUGH [DECEMBER 18, 2023][DECEMBER 19, 2023][¹], THIS PUTATIVE CLASS, COLLECTIVE, AND PRIVATE ATTORNEYS GENERAL ACT ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.

Why you are receiving this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Garcia v. Stearns Product Development Corporation*, Riverside County Superior Court Case No. CVRI2204904 (the “Class Action”) and a representative action lawsuit under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) entitled *Garcia v. Stearns Product Development Corporation*, Riverside County Superior Court Case No. CVRI2300367 (the “PAGA Action”) (collectively, the Class Action and the PAGA Action are referred to as the “Actions”). As discussed below, the Settlement will result in payments to current and former non-exempt employees who worked for Stearns Product Development Corporation (“Defendant”) in California at any time from November 8, 2018, through [MMMM, DD, YYYY]. The proposed Settlement will resolve all claims in the Actions.

Defendant’s records indicate that you are a Class Member and/or a PAGA Employee as defined above. As a Class Member, you may be eligible to receive an Individual Class Settlement Payment based on the number of workweeks that you worked for Defendant in California during the Class Period and you will be bound by the release of claims described in this Notice and in the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement. A Class Member who excludes himself or herself from the Settlement will still be bound by the PAGA portion of the Settlement, to the extent he or she is also a PAGA Employee, and will receive an Individual PAGA Settlement Payment based on the number of pay periods that he or she worked for Defendant in California during the PAGA Period.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Harold W. Hopp on <<FA Date and Time>> in Department 1 of the Riverside Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, to determine whether the Settlement is fair, adequate and reasonable.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Actions as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE>>	You have the option to exclude yourself from the Settlement Class and pursue a separate legal action against Defendant about the claims in the Class Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement Class by submitting a written Request to be Excluded to the Settlement Administrator. If you timely submit a Request to be Excluded, you will not receive any benefits under the Settlement except for a proportional allocation of the PAGA portion of the settlement, and you will not be bound by the release of claims against Defendant, except for the PAGA portion of the release.
OBJECT TO THE SETTLEMENT	You may also object to the terms of the Settlement. To object to the Settlement, you can mail a written explanation of why you don’t like the Settlement to the

DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE >>	Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available, however, only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. <i>Written</i> objections must be submitted to the Settlement Administrator by << RESPONSE DATE >>.
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Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

“All non-exempt employees of Defendant who worked for Defendant in California during the Class Period.” The “Class Period” is the time from November 8, 2018, through [MMMM, DD, YYYY].

You were sent this Notice because you have a right to know about the proposed Settlement of the Actions and about your options before the Court rules on whether to finally approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Settlement Administrator appointed by the Court will make payments to Settlement Class Members and PAGA Employees that the Settlement allows. This Notice explains the Actions, the proposed Settlement, your legal rights, what benefits are available to you, and how to receive them.

What this case is about?

In the Class Action, Plaintiff alleges on behalf of herself and the Class that Defendant: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to indemnify employees for employment-related expenditures; (6) failed to timely pay earned wages during employment; (7) failed to furnish accurate itemized wage statements; (8) failed to timely pay all earned wages and final paychecks due at the time of separation of employment; and (9) violated California’s Unfair Competition Law, California Business and Professions Code sections 17200. Plaintiff seeks unpaid wages, actual damages, penalties, liquidated damages, restitution, declaratory relief, injunctive relief, prejudgment interest, post-judgment interest, attorneys’ fees, and costs.

In the PAGA Action, Plaintiff alleges on behalf of herself and the PAGA Employees that Defendant violated provisions of the Labor Code giving rise to civil penalty liability under PAGA.

On December 28, 2023, Plaintiff filed a First Amended Complaint in the Class Action to consolidate the claims alleged in the PAGA Action with those in the Class Action for purposes of the Settlement.

Defendant denies all liability arising from any of the Actions and is confident it has strong legal and factual defenses to Plaintiff’s claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees, properly reimbursed all employees, and fully complied with all applicable laws. Defendant also denies that the Actions are appropriate to maintain as a class or representative action.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Why is there a settlement?

The parties disagree on the probable outcome of the Actions with respect to viability of the Class, liability, damages, and how much money could be recovered if Plaintiff won at trial. This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members and PAGA Employees. The Court has only determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court will make a final determination as to whether the Settlement actually is fair, adequate, and reasonable at the Final Approval Hearing on [REDACTED].

What is a class action and PAGA settlement?

On <<**PA Date and Time**>>, the Court granted preliminary approval of the proposed Settlement, which means that the Court has determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. However, the Court must still approve the terms of the proposed Settlement as fair and reasonable before the Settlement becomes final. Once approved, the settlement will affect all Class Members, except those who have submitted a timely Request to be Excluded. The settlement will affect all PAGA Employees regardless of whether they opt out of the

Class. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the estimated amount of money you may receive.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Joseph Lavi
Vincent Granberry
Jovahn Wiggins
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
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Defendant's Counsel

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Facsimile: (619) 696-1410
nageottek@higgslaw.com
brunollis@higgslaw.com

What are the Settlement terms?

Subject to final Court approval, Defendant will pay a total of \$275,000 (the “Gross Settlement Amount”) to fully and finally resolve all claims in the Actions. The amount to be distributed to Settlement Class Members, i.e., Class Members who do not exclude themselves from the settlement (the “Net Settlement Amount”) will be the Gross Settlement Amount, minus the following amounts: (a) payment to the Settlement Administrator for administration fees and cost (up to an estimated maximum of \$10,000); (b) payment to the Plaintiff of a Class Representative Service Payment (\$7,500 to be requested); (c) payment to Class Counsel of Plaintiff’s attorneys’ fees (up to \$91,666.67 to be requested) (d) payment to Class Counsel of Plaintiff’s actual litigation costs (up to \$10,000 to be requested); and (d) payment of \$20,000 for resolution of all claims under PAGA (the “PAGA Allocation”). The actual amounts allocated to attorneys’ fees, litigation costs, the Class Representative Service Payment, the Settlement Administrator’s fees and costs, and the PAGA Allocation are all subject to Court approval. The Net Settlement Amount will be used to pay each Settlement Class Member a pro-rata Individual Class Settlement Payment based on the number of workweeks each Settlement Class Member worked for Defendant in California during the Class Period.

Calculation of Individual Class Settlement Payments. The Net Settlement Amount will be divided among all Settlement Class Members on a pro rata basis, based upon the total number of workweeks worked for Defendant by each respective Settlement Class Member in California as a non-exempt hourly employee during the Class Period. Your estimated individual workweeks during the Class Period and estimated Individual Class Settlement Payment are listed below:

You worked a total of << **Class Workweeks** >> workweeks in California during the Class Period. Based on your workweeks during the Class Period, your estimated Individual Class Settlement Payment is approximately \$<< **Est Individual Class Settlement Payment** >>.

The average Individual Class Settlement Payment to Class Members is estimated to be \$<< **Est Individual Class Settlement Payment** >>.

For tax reporting purposes, each Individual Class Settlement Payment will be allocated 20 percent as wages and 80 percent as penalties and interest. The wage portion of each Individual Class Settlement Payments will be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator will deduct applicable employee-side payroll taxes from the wage portion of each Individual Class Settlement Payment. The portion of each Individual Class Settlement Payment allocated to penalties and interest will be classified as other miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC without any tax withholding. All taxes owed on the other miscellaneous income portion of each Individual Class Settlement Payment will be the responsibility of the Settlement Class Member receiving the payment. The employer’s share of any payroll taxes will be separately paid by Defendant.

Calculation of Individual PAGA Settlement Payments. The PAGA Allocation will be distributed to the California Labor and Workforce Development Agency (“LWDA”) and to the PAGA Employees. In accordance with California law, 75 percent of the PAGA Allocation (or \$15,000) will be paid to the LWDA and the remaining 25 percent of the PAGA Allocation (or \$5,000) will be paid to the PAGA Employees on a pro-rata basis (the “Individual PAGA Settlement Payments”) based on the

number of pay periods each PAGA Employee worked for Defendant in California during the PAGA Period. Your estimated individual pay periods during the PAGA Period and estimated Individual PAGA Settlement Payment are listed below:

You worked a total of <<PAGA Pay Periods>> pay periods in California during the PAGA Period. Based on your pay periods during the PAGA Period, your estimated Individual PAGA Settlement Payment is approximately \$<<Est Individual PAGA Settlement Payment>>.

The average Individual PAGA Settlement Payment to PAGA Employees is estimated to be \$<<Est Individual PAGA Settlement Payment>>.

Each Individual PAGA Settlement Payment will be allocated as 100 percent miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Employee receiving this payment.

Handling of Unclaimed and Uncashed Checks. All checks for Individual Class Settlement Payments and Individual PAGA Settlement Payments will remain valid and negotiable for 180 days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Settlement Class Member or PAGA Employee within that time. Any Individual Settlement Class Payment or Individual PAGA Settlement Payment that is not cashed by a Settlement Class Member or PAGA Employee within 180 days of issuance will be transmitted by the Settlement Administrator to the California State Controller's Office for Unclaimed Property in the name of each check recipient who failed to cash his or her check prior to the void date. The Settlement Administrator will also void any tax documents issued to the Settlement Class Members or PAGA Employees who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member and/or PAGA Employee will nevertheless remain bound by the terms of the Settlement.

Neither the Parties nor attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel, Defendant's counsel, the Settlement Administrator, and the Court are unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member or PAGA Employee.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$91,666.67 (one-third of the Gross Settlement Amount) and reimbursement of reasonable costs incurred in the Actions not to exceed \$10,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of \$7,500 for Plaintiff for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of the Settlement Administrator will not exceed \$10,000. A proposed payment in the amount of \$15,000 will also be made to the LWDA for PAGA penalties, which represents 75 percent of the \$20,000 PAGA Allocation from the Gross Settlement Amount.

How you may dispute your workweek calculation?

Workweeks for Class Members are calculated based on the number of workweeks each Class Member worked for Defendant in California during the Class Period, i.e., November 8, 2018, through [MMMM, DD, YYYY]. Pay periods for PAGA Employees are calculated based on the number of workweeks each PAGA Employee worked for Defendant in California during the PAGA Period, i.e., November 8, 2021, through December 18, 2023.

If you dispute the number of workweeks for which you were credited during the Class Period or the PAGA Period, you must submit your dispute ("Workweek Dispute") in writing and send it to the Settlement Administrator via fax or mail, postmarked or faxed no later than <<+60 days from date of mailing>> (the "Response Deadline"). Your Workweek Dispute must be sent to:

NAME OF SETTLEMENT ADMINISTRATOR, <<mailing address>>

Your Workweek Dispute must be in writing and must contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of workweeks you contend to have worked for Defendant in California during the Class Period and PAGA Period; and (c) any evidence supporting your contention. Defendant's records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Workweek Disputes, and the Settlement Administrator's decision will be final and non-appealable. **REMINDER:** If you believe your estimated Individual Class Settlement Amount or Individual PAGA Settlement Payment is incorrect because your workweek calculation is inaccurate, the deadline to submit a written Workweek Dispute to the Settlement Administrator, with any supporting evidence, is <<RESPONSE DATE>>.

What claims are being released by Settlement Class Members and PAGA Employees?

Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class, and each Class Member who has not submitted a valid and timely request for exclusion as to claims in the Class Action, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are the Defendant named in this complaint, together with their officers, directors, employees, and agents (collectively "Releasees").

(b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims until both the Effective Date of the Settlement has occurred, **and** Defendant has paid all amounts owing under the Settlement.

(c) **Claims Released by Participating Settlement Class Members Only.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases Defendant, together with its officers, directors, employees and agents Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, e.g., any and all claims involving any alleged failure to pay minimum or overtime wages; any and all claims involving any alleged failure to authorize or permit meal periods or pay meal period premium wages; any and all claims involving any alleged failure to authorize or permit rest periods or pay rest period premium wages; any and all claims involving any alleged failure to indemnify employees for employment related expenditures; any and all claims involving any alleged failure to timely pay earned wages during employment; any and all claims involving any alleged failure to provide complete and accurate wage statements; any and all claims involving any alleged failure to timely pay all earned wages and final paychecks due at time of separation of employment; any and all claims involving any alleged violation of unfair business practices. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. ("Released Claims");

(d) **Release of PAGA Claims:** Plaintiff, as a representative of the State of California, releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA. Plaintiff does not release any aggrieved employee's claim for wages or damages.

What are your Options at this time?

As a Class Member, you have three options under this Settlement, each of which is further discussed below. You may: (Option A) remain in the Class and receive an Individual Class Settlement Payment and an Individual PAGA Settlement Payment; (Option B) remain in the Class but object to the terms of the settlement, however, if the Court approves this Settlement, you will still be bound by the releases and will receive an Individual Class Settlement Payment and an Individual PAGA Settlement Payment; or (Option C) exclude yourself from the Settlement Class and receive only an Individual PAGA Settlement Payment. If you choose Option A, you may also object to the Settlement, as explained below.

OPTION A. Do Nothing and Remain in the Class.

If you choose Option A and do nothing and therefore remain in the Class, you will be represented at no cost by Class Counsel. You will receive an Individual Class Settlement Payment based on the information contained in this notice, you will be bound by the Settlement, and you will be barred from separately pursuing the claims released by the Settlement Agreement

Any and all amounts paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

OPTION B. Object to the terms of the Settlement.

If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object or express those concerns by doing any of the following: (1) you may appear in person at the final approval hearing, (2) have an attorney object for you, or (3) submit a written brief or statement of objection (“written objection”) to the Settlement Administrator at **NAME OF SETTLEMENT ADMINISTRATOR** <<address>>. If you submit a written objection to the Settlement Administrator, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; and (3) your signature. Your written objection must be postmarked or received on or before <<**Response Deadline**>> and set to the Settlement Administrator at the Settlement Administrator’s address listed above to ensure that it is received in time to be considered by the Court. Alternatively, you may complete and submit the attached Objection Form on or before <<**Response Deadline**>>. You can also hire an attorney at your own expense to represent you with respect to your objection. The Parties may file responses to any written objection before the final approval hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the settlement hearing. **Regardless of any objection, however, if you choose Option B, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

An objection alone will not satisfy the legal requirements for a Settlement Class Member to appeal a judgment entered in the Actions. In order to be able to appeal a judgment entered following an order finally approving this Settlement, a Settlement Class Member must formally intervene and become a party of record in the Class Action to appeal, as is required to “have standing” to appeal under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION C. Request to Be Excluded from the Class.

If you do not want to be part of the Settlement Class, you must submit a written Request to be Excluded to the Settlement Administrator at **NAME OF SETTLEMENT ADMINISTRATOR** <<address>>. In order to be valid, your written Request to be Excluded must be signed and must include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the Settlement). Alternatively, you may complete and submit the attached Request for Exclusion Form.

Your written Request to be Excluded from the Settlement or completed Request for Exclusion Form must be signed and postmarked on or before <<**Response Deadline**>>. If you do not submit a written Request to be Excluded or completed Request for Exclusion Form on time (as evidenced by the postmark), your written request to be excluded will be rejected, you will be deemed a participating Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written Request to be Excluded or Request for Exclusion Form by the deadline to request exclusion, you will have no further role in the Action, and **you will not be entitled to any benefit, including an Individual Class Settlement Payment**, as a result of the Actions and Settlement. However, as a PAGA Employee you will still be entitled to receive an Individual PAGA Settlement Payment and you will still release the PAGA claims against Defendant described above. Moreover, if you submit a Request to be Excluded or Request for Exclusion Form, you will not be able to object to the Settlement or complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Payment to Plaintiff, the Settlement Administrator’s costs, and the payment to the LWDA for PAGA penalties on <<**FA Date and Time**>> in Department 1 of the Riverside Superior Court, Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. The hearing may be a telephonic or video-teleconference hearing only. If you wish to attend the final approval hearing remotely via telephone or video-teleconference, visit <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php> for instructions on how to do so. The final approval hearing may be continued without further notice to Class Members except those Class Members who have submitted an objection. You are not required to attend the final approval hearing to receive an Individual Class Settlement Payment or Individual PAGA Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted by **NAME OF SETTLEMENT ADMINISTRATOR** on its website at _____.

IF YOUR ADDRESS CHANGES AT ANYTIME FOLLOWING YOUR RECEIPT OF THIS NOTICE, IT IS IMPORTANT THAT YOU ADVISE THE SETTLEMENT ADMINISTRATOR SO THAT YOU TIMELY RECEIVE YOUR SETTLEMENT PAYMENT. YOU CAN CONTACT THE SETTLEMENT ADMINISTRATOR AT: **NAME OF SETTLEMENT ADMINISTRATOR, <<mailing address>>**

How to get additional information?

This Notice summarizes the Actions and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action and PAGA Settlement attached to the Declaration of Jovahn Wiggins in Support of Plaintiff's Motion for Preliminary Approval filed on March 29, 2024. For information inspecting and/or copying the Joint Stipulation of Class Action and PAGA Settlement and any other records relating to the Actions, visit the Riverside Superior Court's public access webpage at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>. Class Members may be required to make an appointment with the Court. The courthouse where the records are kept is located at 4050 Main Street, Riverside, California 92501. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above. Additional information regarding the Action and this Settlement is available at: <<CASE WEBSITE>>.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

Garcia v. Stearns Product Development Corporation
Riverside County Superior Court Case No. CVRI2204904

and

Garcia v. Stearns Product Development Corporation
Riverside County Superior Court Case No. CVRI2300367

OBJECTION FORM

Submit this form if you wish to object to the proposed Settlement of the action. **Do not submit this form if you wish to exclude yourself as a Class Member from participation in the Settlement. If you wish to exclude yourself, submit the Exclusion Form.**

If you want to object to the Settlement, you must complete and submit this form by mail or fax to the Settlement Administrator at *Garcia v. Stearns Product Development Corporation*, [address], [City], [State] [Zip], postmarked, received or faxed on or before **[Response Deadline]** at:

Garcia v. Stearns Product Development Corporation Settlement Administrator

c/o _____

FAX NUMBER: _____

EMAIL: _____

By submitting this form, you will object to the Settlement, but you also acknowledge that you have received notice of this class action, the proposed Settlement, the right of exclusion, and the Final Approval Hearing (the "Class Notice") and that you intend to remain a member of the Class in the case known as *Garcia v. Stearns Product Development Corporation*, Case No. CVRI2204904, pending in the Riverside Superior Court. You may only object to the Class Release and terms relating to the class settlement. You may not object to the PAGA Release or settlement of the PAGA claim.

To be valid, you must provide the following information and sign below:

Full name: _____

Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____

Your Signature: _____

Basis for your objection (Use separate sheets if necessary):

Garcia v. Stearns Product Development Corporation
Riverside County Superior Court Case No. CVRI2204904

and

Garcia v. Stearns Product Development Corporation
Riverside County Superior Court Case No. CVRI2300367

EXCLUSION FORM

If you do not want to be part of the Settlement, you must submit this written request by mail or fax to be excluded from the Settlement (“Request for Exclusion”) to the Settlement Administrator at *Garcia v. Stearns Product Development Corporation* Settlement, [address], [City], [State] [Zip], postmarked, received or faxed on or before **[Response Deadline]** at:

Garcia v. Stearns Product Development Corporation Settlement Administrator
c/o _____

FAX NUMBER: _____

EMAIL: _____

If you do not submit a timely and valid Request to be Excluded or Exclusion Form, you will be deemed a Settlement Class Member, you will receive a settlement payment, and you will be bound by the Released Claims and release the Released Claims as described in the Notice and all other terms of the Settlement, whether favorable or not.

If you submit this Exclusion Form, you will retain the right to bring an individual claim, and you will not be entitled to any benefits as a result of the Joint Stipulation of Class Action and PAGA Settlement and will not be entitled to or permitted to assert an objection to the Settlement. Note that even if you exclude yourself from the Class Release, you will remain an PAGA Employee (if you worked for Defendant as a Class Member between November 8, 2021 through December 18, 2023) and receive an Individual PAGA Settlement Payment.

By submitting this form, you are stating: "I wish to exclude myself from the settlement reached in the matter of *Garcia v. Stearns Product Development Corporation* I understand the consequences of excluding myself and understand I will not receive a Settlement Payment but I will have the option to pursue legal action against Defendant."

In order to be valid, you must provide the following information and sign below:

Full name: _____

Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____

Your Signature: _____

ⁱ The PAGA Period ends December 18, 2023, the Class Period ends either December 19, 2023, or the date the number of workweeks worked by the class equals 14,017, therefore either December 18 or December 19 will be the end date for this Notice. (See Settlement, §§ 1.12, 1.31.)