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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF ORANGE**

17 BRENT HUFFMAN, individually, and on  
18 behalf of other members of the general  
19 public similarly situated,

20 Plaintiff,

21 v.

22  
23 SEAL SCIENCE, INC., a California  
24 corporation; and DOES 1 through 100,  
LB inclusive,

25 Defendant.  
26  
27  
28

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CIVIL COMPLEX LITIGATION CENTER

**FEB 05 2021**

DAVID H. YAMASAKI, Clerk of the Court

BY: *Kang Banna*, DEPUTY

Case No.: 30-2018-01012681-CU-OE-CXC

Honorable Glenda Sanders  
Department CX101

**[AMENDED ~~PROPOSED~~] FINAL ORDER  
AND JUDGMENT APPROVING CLASS  
ACTION SETTLEMENT (Related to ROA  
#139)**

Final Approval Hearing

Date: February 05, 2021

Time: 1:30 p.m.

Dept.: CX101

Complaint Filed: August 16, 2018

1           WHEREAS, this matter came on for hearing on February 05, 2021, at 1:30 p.m. before the  
2 Hon. Glenda Sanders, in Department CX101, of the above-captioned Court located at 751 West  
3 Santa Ana Boulevard, Santa Ana, California 92701, upon the application of the parties for approval  
4 of the settlement set forth in the Stipulation of Settlement (“Stipulation,” “Settlement” or  
5 “Settlement Agreement”) attached to Register of Actions (“ROA”) No. 140, which is the previously  
6 filed Declaration of Anthony J. Orshansky (internal exhibit “A”), and after due and adequate notice  
7 was given to the members of the Settlement Class, the Court having considered all papers filed and  
8 proceedings in this case and good cause appearing therefore, and

9           WHEREAS, all defined terms contained herein have the same meanings as set forth in the  
10 Stipulation,

11           **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

12           1.       Capitalized terms not otherwise defined herein shall have the same meaning as set  
13 forth in the Settlement.

14           2.       The Court has jurisdiction over this matter and venue is proper.

15           3.       The Court finds that this Action is properly maintained as a class action, for  
16 settlement purposes only, pursuant to California Code of Civil Procedure Section 382 and California  
17 Rule of Court 3.769.

18           4.       The “Settlement Class” and “Settlement Class Member(s)” for purposes of this Order  
19 shall mean:

20                   All current and former hourly-paid or non-exempt employees who worked for Seal  
21                   Science, Inc. within the State of California at any time during the time period of  
22                   August 16, 2014 to June 26, 2019.

22           After distribution of the Court-approved Notice of Class Action Settlement and a forty-five (45) day  
23 opt-out period, the Settlement Administrator reports that there are zero requests for exclusion. Thus,  
24 the entire Settlement Class consisting of 95 individual Settlement Class Members shall be bound by  
25 this Final Approval Order or any release provided herein.

26           5.       CounselOne, P.C. and Lawyers *for* Justice, P.C. are appointed Class Counsel.

27           6.       Named Plaintiff Brent Huffman is appointed Class Representative.

28           7.       The Court approves CPT Group, Inc. as the Settlement Administrator.

1           8.       The Court finds that the 4-page *Notice of Class Action Settlement* and 1-page *Notice*  
2 *of Settlement Award*, provided in English and Spanish (collectively, "Notice Packets") – copies of  
3 which are attached as **Exhibit "A"** and were attested to and authenticated by the Settlement  
4 Administrator - as mailed to Settlement Class Members by the Settlement Administrator was the best  
5 notice practicable under the circumstances. The Class Notice provided due process and adequate  
6 notice of the proceedings and of the matters set forth therein, including the proposed terms of  
7 settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said Class  
8 Notice fully satisfied the requirements of the law and the requirements of due process. Out of the 95  
9 putative Settlement Class Members, zero Settlement Class Members submitted opt-outs (100% of  
10 the Settlement Class Members are participating in the Settlement), and no Settlement Class Members  
11 objected to the Settlement.

12           9.       The Court finds that the Settlement Agreement is fair, reasonable, and adequate to the  
13 Settlement Class Members, is in the best interest of the Settlement Class Members, has been entered  
14 into in good faith and should be and hereby is fully and finally approved. The Settlement represents  
15 a fair resolution of all claims asserted on behalf of Plaintiff and the Settlement Class Members, and  
16 fully and finally resolves all such claims.

17           10.      The Court hereby approves the class settlement set forth in the Settlement Agreement  
18 and finds that the settlement is, in all respects, fair, adequate and reasonable and directs the Parties  
19 and Settlement Administrator to effectuate the Settlement according to its terms. The Court finds  
20 that the settlement has been reached as result of intensive, serious and non-collusive arm's length  
21 negotiations. The Court finds that the Parties have conducted extensive investigation and research  
22 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also  
23 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay  
24 and risks that would be presented by the further prosecution of this Action. The Court has noted the  
25 significant benefits to the Settlement Class Members under the Settlement.

26           11.      As of the Final Effective Date, Plaintiff and each Settlement Class Member, on behalf  
27 of himself or herself and on behalf of his or her respective heirs, agents, assigns, beneficiaries, and  
28 successors, shall be deemed to have, and by operation of the Final Approval Order shall have, fully

1 and irrevocably released and forever discharged the Released Parties from all Released Claims  
2 which are specified and defined as follows:

3 Release. Upon the Final Effective Date of the Settlement, in exchange for the  
4 consideration provided by the Settlement, each Settlement Class Member who does  
5 not submit a timely and valid Request for Exclusion, on behalf of themselves, and on  
6 behalf of those who claim by and through them, or in their stead, including, but not  
7 limited to agents, attorneys, representatives, predecessors, successors and assigns will  
8 forever release, acquit, and discharge, and covenant not to sue, Seal Science,  
9 including its past and present divisions, sister entities, parents, subsidiaries,  
10 predecessors, successors, assigns, and their respective shareholders, owners, officers,  
11 directors, employees, agents, trustees, attorneys, insurers, representatives,  
12 administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies  
13 (collectively the "Released Parties") from liability for all claims, liens, demands,  
14 damages, penalties, fines, wages, liquidated damages, restitutionary amounts,  
15 attorneys' fees and costs, interest, punitive damages, controversies, liabilities or  
16 causes of action arising under state, federal, administrative order, state or local law,  
and legal theories of relief alleged or otherwise raised in the operative complaint, or  
that could have been alleged or raised in the operative complaint based on the factual  
allegations therein, including, failure to pay wages (regular and overtime), failure to  
pay wages upon termination, failure to timely pay wages during employment, failure  
to provide meal periods, failure to authorize and permit rest periods, failure to  
maintain or provide accurate itemized wage statements, failure to maintain records,  
Business and Professions Code § 17200, liquidated damages, waiting-time penalties,  
and penalties under the Labor Code Private Attorneys General Act of 2004 during the  
statutory period (collectively, "Released Claims").

17 The Release Period for Settlement Class Members who did not validly opt-out is August 26, 2014  
18 through June 26, 2019.

19 12. The Court orders that, upon the Final Effective Date, the Settlement shall be the  
20 exclusive remedy for any and all Released Claims of Plaintiff and each and every Settlement Class  
21 Member.

22 13. The Settlement Amount to be paid by Defendant Seal Science, Inc. is \$600,000.00 as  
23 part of the Maximum Settlement Amount. The Maximum Settlement Amount ("MSA") will be used  
24 for the following: (1) to satisfy the claims of Settlement Class Members; (2) to pay the Court-  
25 approved Class Representative Enhancement Payment; (3) to pay the Labor and Workforce  
26 Development Agency ("LWDA") Payment; (4) to pay the Settlement Administration Costs; (5) to  
27 pay the Court-approved Class Counsel's attorneys' fees; and (6) to pay the Court-approved Class  
28 Counsel's actual litigation costs.

1           14.    The requested award of attorneys' fees to Class Counsel in the amount of  
2 \$210,000.00 is approved as fair, adequate, and reasonable.

3           15.    The requested award of litigation costs of \$8,330.30 to Class Counsel for expenses  
4 incurred is approved as fair, adequate, and reasonable.

5           16.    The Class Representative enhancement payment in the amount of \$7,500.00 to the  
6 Class Representative is approved as being fair and reasonable compensation for the Class  
7 Representative's efforts in initiating and prosecuting this action, the work involved, and the risks  
8 assumed.

9           17.    The Court approves the costs of the Settlement Administrator, CPT Group, Inc., in  
10 the amount of \$10,750.00 for the notification and claims administration services it performed in  
11 connection with this Action.

12           18.    The payment of the California Labor and Workforce Development Agencies  
13 ("LWDA") for civil penalties in the amount of \$30,000.00, \$22,500.00 of which will be paid to the  
14 LWDA pursuant to statute, is approved.

15           19.    From the Net Settlement Amount, the Settlement Administrator shall pay all  
16 individual settlement amount payments to Settlement Class Members, including the employment  
17 taxes for wage-related portions thereto. The calculation, timing, and payment of individual  
18 settlement checks to Settlement Class Members will be made by the Defendant and Settlement  
19 Administrator as set forth in the Settlement Agreement.

20           20.    The Settlement provides that any uncashed checks remaining 180 days after  
21 distribution will be provided to a *cy pres* recipient, pursuant to Code of Civil Procedure section 384.  
22 Counsel for the Parties propose and the Court approves the California non-profit, Humanity First  
23 USA. (Settlement ¶ 3.C.) Humanity First USA is a 501(c)(3) not-for-profit with a mission for  
24 providing disaster relief and long-term development assistance to vulnerable people: between 2016  
25 and 2018, it has served more than 618,000 people globally, including in the United States, by  
26 responding to disasters through providing vocational training, medical care, food, and water, and by  
27 running schools in underserved communities, all to promote the public good. Counsel represent that  
28 they do not have any connections to the organization. Finally, pursuant to amendments to section

1 384 that took effect January 1, 2019, counsel must report to the Court on the ultimate amount of  
2 money actually dispersed. This reporting will be made at a final accounting conference to be held on  
3 September 3, 2021 at 1:30 p.m. in Department CX101 with a declaration regarding the status of the  
4 settlement administration submitted five (5) court days prior to the final accounting hearing.

5 21. The Court finds the settlement on the terms set forth in the Settlement Agreement was  
6 made in good faith and constitutes a fair, reasonable, and adequate compromise of the released  
7 claims against Defendant. Without affecting the finality of this Judgment in any way, this Court  
8 hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of  
9 the settlement and all orders and judgments entered in connection therewith.

10 22. Without further order of the Court, the Parties may agree to reasonably necessary  
11 extensions of time to carry out any of the provisions of the settlement.

12 Based on the foregoing Order the Court enters the following Judgment:

13 **Judgment.**

14 23. Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h).  
15 Without affecting the finality of this Order and further pursuant to Rule 3.769(h), the Court retains  
16 exclusive and continuing jurisdiction over the litigation for purposes of supervising, implementing,  
17 interpreting, and enforcing this order and the Settlement Agreement, and in order to conduct the final  
18 compliance hearing on certification of distribution procedure.

19 24. The Settlement Administrator shall post this Judgment on the Settlement website for a  
20 period of at least 30 days. This posting shall provide the requisite notice of the Judgment to the  
21 Settlement Class and satisfy the requirements of California Rules of Court Rule 3.771(b).

22  
23 **IT IS SO ORDERED.**

24  
25 Dated: February 5, 2021.

26 

27 Hon. Glenda Sanders  
28 Judge of the Superior Court

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# EXHIBIT A

1 **NOTICE OF CLASS ACTION SETTLEMENT**

2 Seal Science Class Action Settlement  
3 *Huffman v. Seal Science, Inc.*  
4 Orange County Superior Court  
Case No. 30-2018-01012681-CU-OE-CXC

5 To: All current and former hourly-paid or non-exempt employees who worked for Seal Science, Inc. within the  
6 State of California at any time during the time period of August 16, 2014 to June 26, 2019 ("Settlement Class"  
or "Settlement Class Members").

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

9 ***Why should you read this notice?***

10 The Court has granted preliminary approval of a settlement (the "Settlement") on behalf of current and former hourly-  
11 paid or non-exempt employees of Seal Science, Inc. ("Seal Science"). The class and representative action is referred to  
in this notice as the "Lawsuit." Because your rights may be affected by the Settlement, it is important that you read this  
notice carefully.

12 You may be entitled to money from this Settlement. Seal Science's records show that you were employed in the State of  
13 California as an hourly-paid or non-exempt employee at any time from August 16, 2014 continuing through June 26,  
2019 (the "Class Period"). The Court ordered that this notice be sent to you because you may be entitled to money  
14 under the Settlement and because the Settlement affects your legal rights.

15 The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the  
16 Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to exclude  
yourself from or object to the Settlement. If you do not exclude yourself from the Settlement and the Court finally  
approves the Settlement, you will be bound by the terms of the Settlement.

17 ***What is this case about?***

18 A former employee ("Plaintiff" or "Class Representative"), brought this action against Seal Science asserting claims on  
19 behalf of himself and on behalf of all Settlement Class Members. Attorneys representing the interests of all Settlement  
Class Members are referred to as "Class Counsel."

20 In the Lawsuit, the Class Representative alleged the following claims against Seal Science: (1) failure to pay all wages,  
21 including minimum wages and overtime compensation; (2) failure to timely pay wages during employment; (3) failure  
to pay wages upon termination or resignation; (4) failure to provide compliant meal periods; (5) failure to authorize and  
22 permit compliant rest periods; (6) failure to maintain or provide accurate itemized wage statements; (7) failure to  
maintain records; (8) engaging in unlawful business practices under Business and Professions Code § 17200; (9) failure  
23 to reimburse business expenses; and (10) civil penalties under the Private Attorneys General Act ("PAGA").

24 Seal Science denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect,  
25 that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this Settlement a class should  
not be certified in this Lawsuit. This Settlement is entered into solely for the purpose of compromising disputed claims.  
Nothing in this Settlement is intended or shall be construed as an admission of liability or wrongdoing by Seal Science.

26 The Court has not ruled on the merits of the claims. However, to avoid additional expense, inconvenience, and  
27 interference with business operations, Seal Science is willing to settle the action on the terms summarized in this notice.  
After Seal Science provided relevant information and documents to Class Counsel, the Settlement was reached at  
28 mediation with the Hon. Peter D. Lichtman (Ret.), and through arm's-length negotiations between the parties. The



1 Class Representative and Class Counsel agree that these Settlement terms are in the best interests of the Settlement Class Members.

2 The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Seal Science, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

3  
4 **If you are still employed by Seal Science, your decision about whether to participate in the Settlement will not affect your employment; California law and Seal Science’s policy strictly prohibit unlawful retaliation.** Seal Science will not take any adverse employment action against or otherwise target, retaliate against, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

7 **Who are the Attorneys?**

8 Attorneys for Class Representative / Settlement Class Members:

9 **LAWYERS FOR JUSTICE, PC**

10 Edwin Aiwazian, Esq.  
11 410 Arden Avenue, Suite 203  
12 Glendale, California 91201  
13 Telephone: (818) 265-1020

14 **COUNSELONE, PC**

15 Anthony J. Orshansky, Esq.  
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Attorneys for Seal Science, Inc.

**ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

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Cerritos, California 90703  
Telephone: (562) 653-3200

20 **What are the terms of the Settlement?**

21 On July 27, 2020, the Court preliminarily certified a class – for settlement purposes only – of all persons who are or were employed by Seal Science in the State of California as hourly-paid or non-exempt employees at any time from August 16, 2014 and continuing through June 26, 2019. Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below) from the Settlement pursuant to the procedures set forth in this notice will be bound by the Settlement and will release their claims against Seal Science as described below in the “Release” section.

22 Seal Science agreed to pay \$600,000 (“Maximum Settlement Amount”) to fully resolve all claims in the action, including payments to Settlement Class Members, Settlement Administration Costs, Class Representative Enhancement Payment, Class Counsel’s Attorneys’ Fees, Class Counsel’s Litigation Expenses, and payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of the PAGA civil penalties.

23 The following deductions from the Maximum Settlement Amount will be requested by the parties:

24 Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the “Settlement Administrator,” who is sending this notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000 from the Maximum Settlement Amount to pay the settlement administration costs.

25  
26 Class Counsel’s Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not

1 personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up  
2 to \$210,000, which is thirty-five percent (35%) of the Maximum Settlement Amount, as reasonable compensation  
3 for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization.  
4 Class Counsel will also ask for reimbursement of up to \$20,000 for costs which were incurred by Class Counsel in  
5 connection with the action.

6 Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$7,500 as a Class  
7 Representative Enhancement Payment, to compensate the Class Representative for his service and extra work  
8 provided on behalf of the Settlement Class Members. The actual amount of the Class Representative Enhancement  
9 Payment award will be determined by the Court.

10 PAGA Payment to the State of California. The parties have agreed to allocate \$30,000 of the Maximum Settlement  
11 Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$22,500) will be payable  
12 to the LWDA for its share of the PAGA penalties, and the remaining 25% (\$7,500) will be payable to the  
13 Settlement Class as the "PAGA Amount."

14 Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved  
15 amounts above, the balance of the Settlement Amount will form the Net Settlement Amount, which will be distributed  
16 to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). Each  
17 Settlement Class Member who does not submit a timely and valid Request for Exclusion will be paid a percentage of  
18 the Net Settlement Amount based upon the number of eligible workweeks he or she worked during the Class Period.  
19 Each payment will be determined by dividing the Net Settlement Amount by the total number of eligible workweeks  
20 worked by all Settlement Class Members during the Class Period (the "Weekly Amount"), and then multiplying the  
21 Weekly Amount by the number of eligible workweeks worked by the individual Settlement Class Member within the  
22 Class Period, as determined by the Settlement Administrator, less any and all applicable withholding taxes.

23 Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement,  
24 individual settlement payments will be mailed to Settlement Class Members who did not submit a valid and timely  
25 Request for Exclusion (described below).

26 Allocation and Taxes. For tax purposes, each individual settlement payment will be allocated 80% as penalties and  
27 interest, for which the Settlement Administrator will issue each participating Settlement Class Member an IRS Form  
28 1099; and 20% as wages, for which the Settlement Administrator will issue each participating Settlement Class Member  
an IRS Form W-2. Settlement Class Members are responsible for the proper income tax treatment of the settlement  
payments. The Settlement Administrator, Seal Science and its counsel, and Class Counsel cannot provide tax advice.  
Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and  
treatment of payments they receive under the Settlement.

Release. Upon the Final Effective Date of the Settlement, in exchange for the consideration provided by the Settlement,  
each Settlement Class Member who does not submit a timely and valid Request for Exclusion, on behalf of themselves,  
and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents,  
attorneys, representatives, predecessors, successors and assigns will forever release, acquit, and discharge, and covenant  
not to sue, Seal Science, including its past and present divisions, sister entities, parents, subsidiaries, predecessors,  
successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys,  
insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies  
(collectively the "Released Parties") from liability for all claims, liens, demands, damages, penalties, fines, wages,  
liquidated damages, restitutionary amounts, attorneys' fees and costs, interest, punitive damages, controversies, liabilities  
or causes of action arising under state, federal, administrative order, state or local law, and legal theories of relief alleged  
or otherwise raised in the operative complaint, or that could have been alleged or raised in the operative complaint based  
on the factual allegations therein, including, failure to pay wages (regular and overtime), failure to pay wages upon  
termination, failure to timely pay wages during employment, failure to provide meal periods, failure to authorize and  
permit rest periods, failure to maintain or provide accurate itemized wage statements, failure to maintain records,  
Business and Professions Code § 17200, liquidated damages, waiting-time penalties, and penalties under the Labor Code  
Private Attorneys General Act of 2004 during the statutory period (collectively, "Released Claims"). The release period  
for Settlement Class Members who do not validly opt-out shall be the Class Period (*i.e.*, August 16, 2014 through June  
26, 2019).

1 Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the final  
2 approval hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement  
3 Class.

3 ~~How can I claim money from the Settlement?~~

4 Do Nothing. If you do nothing, you will be entitled to your individual settlement payment calculated based on the  
5 formula set forth above, as stated in the accompanying Notice of Settlement Award. You also will be bound by the  
6 Settlement, including the Release stated above.

6 ~~What other options do I have?~~

7 Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of eligible  
8 workweeks you worked as a Settlement Class Member during the Class Period. The information contained in Seal  
9 Science's records regarding this information, along with your estimated individual settlement payment, is listed on the  
10 accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award,  
11 you may submit a dispute, along with any supporting documentation and/or explanation, in accordance with the  
12 procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be  
13 postmarked no later than October 1, 2020. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE  
14 SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

11 The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to  
12 resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, the dispute will be  
13 referred to the Court for a final determination at the Final Approval Hearing.

13 Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by  
14 sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter  
15 postmarked no later than October 1, 2020, with your name, address, telephone number, last four digits of your social  
16 security number, and your signature. The Request for Exclusion must state:

16 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE SEAL SCIENCE, INC. CLASS ACTION  
17 LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL  
18 NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE  
19 RELEASING ANY CLAIMS I MIGHT HAVE."

18 Send the Request for Exclusion directly to the Settlement Administrator at Seal Science Settlement Administrator, c/o  
19 CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606. Any person who submits a timely Request for Exclusion from  
20 the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be  
21 barred from participating in any portion of the Settlement, shall be barred from objecting to the Settlement, and shall  
22 receive no benefits from the Settlement. Do not submit both a Dispute and a Request for Exclusion. If you do, the  
23 Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms  
24 of the Settlement. By submitting a timely Request for Exclusion, you will retain whatever rights or claims you may  
25 have, if any, and pursue them at your expense against Seal Science and Released Parties.

23 Objecting to the Settlement. You have the right to object to the terms of the Settlement. If you wish to object to the  
24 Settlement, you must serve the Settlement Administrator with a written notice providing the grounds of objection signed  
25 by you or your attorney, along with all supporting papers postmarked on or before October 1, 2020. The objection  
26 should include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why  
27 you believe the Court should find that the Settlement is not in the best interest of the Settlement Class and the reasons  
28 why the Settlement should not be approved, including the legal and factual arguments supporting the objection.  
Regardless of whether you file a written objection to the Settlement, you may appear at the Final Fairness Hearing and  
the Court may allow you to present your objections in person. If you wish to appear at the Final Fairness Hearing to  
present your objection to the Court in person, you should submit a written objection in advance of the Final Fairness  
Hearing so that the parties may adequately address your objection(s), but the failure to do so will not automatically  
preclude you from orally objecting if permitted by the Court. You may attend and/or appear at the Final Fairness

1 Hearing either in person or through a lawyer retained at your own expense. Settlement Class Members who file an  
2 objection remain eligible to receive monetary compensation from the Settlement. If there are any objections to the  
3 Settlement, Class Counsel and Seal Science may submit a response with the Court concurrently with the filing of the  
4 Motion for Final Approval of the Settlement.

5 If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the  
6 Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not  
7 object.

8 ***What is the next step?***

9 The Court will hold a final approval hearing on the adequacy, reasonableness, and fairness of the Settlement on  
10 November 20, 2020 1:30 p.m., at 751 W. Santa Ana Blvd., Santa Ana, California 92701. Any change in the date, time,  
11 or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at  
12 [www.cptgroup.com/SealScienceSettlement](http://www.cptgroup.com/SealScienceSettlement). You should contact Class Counsel at (818) 265-1020 or (310) 277-9945 to  
13 confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for  
14 attorneys' fees and reimbursement of costs and expenses, the enhancement payment to the Class Representative, the  
15 Settlement Administrator's costs, and amount set aside for PAGA civil penalties. **You are not required to attend the  
16 Final Approval Hearing.**

17 ***How can I get additional information?***

18 This notice is only a summary of the Lawsuit and the Settlement. For more information, you may contact the  
19 Settlement Administrator at the address and telephone number set forth above. Alternatively, you may contact Class  
20 Counsel at the address and telephone number set forth above. You may also check the Court's website at  
21 [www.occourts.org](http://www.occourts.org).

22 **PLEASE DO NOT CALL OR WRITE THE COURT, SEAL SCIENCE, INC., OR SEAL SCIENCE, INC.'S ATTORNEYS  
23 FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

24 ***REMINDER AS TO TIME LIMITS***

25 The deadline for submitting any Disputes, Requests for Exclusion, or Objections is October 1, 2020. This deadline will  
26 be strictly enforced.  
27  
28

**NOTICE OF SETTLEMENT AWARD**

Seal Science Class Action Settlement  
*Huffman v. Seal Science, Inc.*  
Orange County Superior Court  
Case No. 30-2018-01012681-CU-OE-CXC

Please complete, sign, date and return this form to Seal Science Settlement Administrator, c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**(III) Information Used to Calculate Your Individual Settlement Payment:**

According to the records of Seal Science, Inc., you worked <<WorkWeeks>> workweeks from August 16, 2014 through June 26, 2019.

Based on the above, your individual settlement payment is estimated to be <<EstAmount>>.

**(IV) If you disagree with the number of eligible workweeks in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:**

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If you dispute the above information from Seal Science's records, Seal Science's records will control unless you are able to provide documentation establishing that Seal Science's records are mistaken. If there is a dispute about whether Seal Science's information or yours is accurate, the dispute will be resolved by the parties and the Settlement Administrator as described in the notice that accompanies this form. Should a consensus not be reached, the dispute will be referred to the Court for a final determination at the Final Approval Hearing.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN OCTOBER 1, 2020.**

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# AVISO DEL ACUERDO DE DEMANDA COLECTIVA

Acuerdo de la Demanda Colectiva de Seal Science  
*Huffman v. Seal Science, Inc.*  
Corte Superior del Condado de Orange  
Número de Caso 30-2018-01012681-CU-OE-CXC

A: Todos los empleados pagados por hora o no exentos actuales y anteriores que trabajaron para Seal Science, Inc. dentro del Estado de California en cualquier momento durante el periodo de tiempo del 16 de agosto del 2014 al 26 de junio del 2019 ("Clase del Acuerdo" o "Miembros de la Clase del Acuerdo").

## POR FAVOR LÉA ESTE AVISO CUIDADOSAMENTE SUS DERECHOS LEGALES PUEDEN SER AFECTADOS SI USTED ACTÚA O NO

### *¿Por qué debe de leer este Aviso?*

La Corte ha concedido la aprobación preliminar de un acuerdo (el "Acuerdo") en nombre de los empleados pagados por hora o no exentos, actuales y anteriores de Seal Science, Inc. ("Seal Science"). La demanda colectiva y representativa se conoce en este aviso como la "Demanda." Debido a que sus derechos pueden ser afectados por el Acuerdo, y es importante que lea este aviso cuidadosamente.

Usted puede tener derecho a dinero de este Acuerdo. Los registros de Seal Science muestran que fue empleado en el Estado de California como un empleado pagado por hora o no exento en cualquier momento desde el 16 de agosto del 2014 continuando hasta el 26 de junio del 2019 (el "Período de la Clase"). La Corte ordenó que este aviso sea enviado a usted porque puede tener derecho a dinero bajo el Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este Aviso es para proporcionarle una breve descripción de la Demanda, para informarle de los términos del Acuerdo, para describirle sus derechos en relación con el Acuerdo, y para explicarle los pasos que usted puede tomar para participar en, objetar a, o excluirse del Acuerdo. Si usted no se excluye del Acuerdo y la Corte finalmente aprueba el Acuerdo, usted estará obligado por los términos del Acuerdo.

### *¿De qué se trata este caso?*

Un empleado anterior ("Demandante" o "Representante de la Clase"), presentó esta demanda en contra de Seal Science afirmando reclamos en nombre de sí mismo y en nombre de todos los Miembros de la Clase del Acuerdo. Los abogados que representan los intereses de todos los Miembros de la Clase del Acuerdo se conocen como los "Abogados de la Clase."

En la Demanda, el Representante de la Clase alegó los siguientes reclamos en contra de Seal Science: (1) no pagar todos los salarios, incluyendo los salarios mínimos y la compensación de las horas extras; (2) no pagar oportunamente los salarios durante el empleo; (3) no pagar los salarios a la terminación o renuncia; (4) no proporcionar los períodos de comida conformes; (5) no autorizar y permitir los períodos de descanso conformes; (6) no mantener o proporcionar las declaraciones salariales precisas y detalladas; (7) no mantener los registros; (8) participar en prácticas de negocio desleales bajo la § 17200 del Código de Negocios y Profesiones; (9) no reembolsar los gastos de negocio; y (10) sanciones civiles bajo la Ley del Procurador General Privado ("PAGA").

Seal Science niega que se haya participado en alguna actividad ilegal, que no haya cumplido con la ley en ningún aspecto, que tenga alguna responsabilidad ante cualquier persona bajo los reclamos formulados en la Demanda, y que, pero para este Acuerdo, una clase no debería ser certificada en esta Demanda. Este Acuerdo se celebra únicamente con el propósito de comprometer los reclamos en disputa. Nada en este Acuerdo tiene la intención o se interpretará como una admisión de responsabilidad o mala conducta por parte de Seal Science.

La Corte no ha decidido sobre los fundamentos de los reclamos. Sin embargo, para evitar el gasto adicional, inconveniencia, e interferencia con sus operaciones de negocio, Seal Science está dispuesto a resolver la demanda según los términos que se resumen en este aviso. Después de que Seal Science proporcionó la información y los documentos

1 pertinentes a los Abogados de la Clase, el Acuerdo fue alcanzado en mediación con el Hon. Peter D. Lichtman (Ret.), y  
2 mediante negociaciones extensas entre las partes. El Representante de la Clase y los Abogados de la Clase están de  
3 acuerdo que estos términos del Acuerdo son en el mejor interés de los Miembros de la Clase del Acuerdo.

4 El Representante de la Clase y los Abogados de la Clase apoyan el Acuerdo. Entre las razones de apoyo están las  
5 defensas de responsabilidad potencialmente disponibles para Seal Science, el riesgo del rechazo de la certificación de la  
6 clase, los riesgos inherentes de un juicio en cuanto a los fundamentos, y los retrasos e incertidumbres asociados con un  
7 litigio continuo.

8 **Si usted todavía está empleado por Seal Science, su decisión sobre si participar en el Acuerdo no afectará su**  
9 **empleo; La ley de California y la política de Seal Science prohíben estrictamente las represalias ilegales.** Seal  
10 Science no tomará ninguna acción adversa de empleo en contra de o de otra manera acosar, tomar represalias o  
11 discriminar en contra de cualquier Miembro de la Clase del Acuerdo debido a su decisión de participar o no participar  
12 en el Acuerdo.

13 **¿Quiénes son los Abogados?**

14 Abogados del Representante de la Clase / Miembros de la  
15 Clase del Acuerdo:

16 **LAWYERS FOR JUSTICE, PC**

17 Edwin Aiwazian, Lic.  
18 410 Arden Avenue, Suite 203  
19 Glendale, California 91201  
20 Teléfono: (818) 265-1020

21 **COUNSELONE, PC**

22 Anthony J. Orshansky, Lic.  
23 Justin Kachadoorian, Lic.  
24 9301 Wilshire Boulevard, Suite 650  
25 Beverly Hills, California 90210  
26 Teléfono: (310) 277-9945

Abogados de Seal Science, Inc.

**ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

Ann K. Smith, Lic.  
Sarkis A. Atoyán, Lic.  
12800 Center Court Drive, Suite 300  
Cerritos, California 90703  
Teléfono: (562) 653-3200

27 **¿Cuáles son los términos del Acuerdo?**

28 El 27 de julio del 2020, la Corte certificó preliminarmente una clase – solamente para los propósitos del acuerdo – de  
todas las personas que están o fueron empleadas por Seal Science en el Estado de California como empleados pagados  
por hora o no exentos en cualquier momento desde el 16 de agosto del 2014 y continuando hasta el 26 de junio del  
2019. Los Miembros de la Clase del Acuerdo que no presentan una Solicitud de Exclusión válida y oportuna (como se  
describe a continuación) del Acuerdo de conformidad a los procedimientos establecidos en este aviso estarán obligados  
por el Acuerdo y liberarán sus reclamos en contra de Seal Science como se describe a continuación en la sección de  
“Liberación.”

Seal Science acordado pagar \$600,000 (la “Cantidad Máxima del Acuerdo”) para completamente resolver todos los  
reclamos en la demanda, incluyendo los pagos a los Miembros de la Clase del Acuerdo, los Costos de la Administración  
del Acuerdo, el Pago de Mejora del Representante de la Clase, los Honorarios de Abogados de los Abogados de la  
Clase, los Gastos de Litigio de los Abogados de la Clase, y el pago a la Agencia del Trabajo y Desarrollo de la Fuerza  
Laboral de California (“LWDA,” por sus siglas en inglés) por su parte de las sanciones civiles de PAGA.

Las siguientes deducciones de la Cantidad Máxima del Acuerdo se solicitarán por las partes:

Costos de la Administración del Acuerdo. La Corte ha aprobado a CPT Group, Inc. para que actúe como el  
“Administrador del Acuerdo,” quien le está enviando este aviso a usted y quien realizará muchos otros deberes  
relacionados al Acuerdo. La Corte ha aprobado reservar hasta \$15,000 de la Cantidad Máxima del Acuerdo para  
pagar por los costos de la administración del acuerdo.

1 Honorarios y Gastos de Abogados de los Abogados de la Clase. Los Abogados de la Clase han estado procesando  
2 la Demanda en nombre de los Miembros de la Clase del Acuerdo basados en honorarios de contingencia (es decir,  
3 sin ser pagados ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos de litigio. La Corte  
4 determinará la cantidad real concedida a los Abogados de la Clase como honorarios de abogados, que será pagada  
5 de la Cantidad Máxima del Acuerdo. Los Miembros de la Clase del Acuerdo no son personalmente responsables de  
6 ningún honorario o gasto de abogado de los Abogados de la Clase. Los Abogados de la Clase pedirán por  
7 honorarios de hasta \$210,000, que es el treinta y cinco por ciento (35%) de la Cantidad Máxima del Acuerdo, como  
8 una compensación razonable por el trabajo que los Abogados de la Clase realizaron y que seguirán realizando en  
9 esta Demanda hasta que se finalice el Acuerdo. Los Abogados de la Clase también pedirán por el reembolso de  
10 hasta \$20,000 de los costos que fueron incurridos por los Abogados de la Clase en relación con la demanda.

11 Pago de Mejora al Representante de la Clase. Los Abogados de la Clase le pedirán a la Corte que le adjudique  
12 \$7,500 como un Pago de Mejora del Representante de la Clase para compensarlo por su servicio y el trabajo  
13 adicional proporcionado en nombre de los Miembros de la Clase del Acuerdo. La cantidad actual de la adjudicación  
14 del Pago de Mejora del Representante de la Clase se determinará por la Corte.

15 El Pago de PAGA al Estado de California. Las partes acordaron asignar \$30,000 de la Cantidad Máxima del  
16 Acuerdo como las sanciones civiles de PAGA. Según la Sección 2699(i) del Código Laboral, el 75% de dichas  
17 sanciones (\$22,500) se pagarán a la LWDA por su parte de las sanciones de PAGA, y el 25% que resta (\$7,500) se  
18 pagarán a la Clase del Acuerdo como la "Cantidad de PAGA."

19 Cálculo de los Pagos Individuales del Acuerdo de los Miembros de la Clase del Acuerdo. Después de deducir las  
20 cantidades anteriores aprobadas por la Corte, el balance de la Cantidad del Acuerdo formará la Cantidad Neta del  
21 Acuerdo, que se distribuirá a todos los Miembros de la Clase del Acuerdo que no presentan una Solicitud de Exclusión  
22 válida y oportuna (como se describe a continuación). Cada Miembro de la Clase del Acuerdo que no presente una  
23 Solicitud de Exclusión oportuna y válida será pagado un porcentaje de la Cantidad Neta del Acuerdo según el número  
24 de semanas de trabajo elegibles que él o ella trabajó durante el Período de la Clase. Cada pago se determinará al dividir  
25 la Cantidad Neta del Acuerdo por el número total de semanas de trabajo elegibles trabajadas por todos los Miembros de  
26 la Clase del Acuerdo durante el Período de la Clase (la "Cantidad Semanal"), y entonces multiplicar la Cantidad  
27 Semanal por el número de semanas de trabajo elegibles trabajadas por el Miembro de la Clase del Acuerdo individual  
28 dentro del Período de la Clase, como se determinó por el Administrador del Acuerdo, menos cualquiera y todos los  
impuestos de retenciones aplicables.

Pagos Individuales del Acuerdo a los Miembros de la Clase del Acuerdo. Si la Corte concede la aprobación final del  
Acuerdo, los pagos individuales del acuerdo se enviarán por correo a los Miembros de la Clase del Acuerdo que no  
presentaron una Solicitud de Exclusión válida y oportuna (como se describe a continuación).

Asignación e Impuestos. Para efectos fiscales, cada pago individual del acuerdo se asignará el 80% como sanciones e  
interés, por los cuales el Administrador del Acuerdo emitirá una Forma 1099 del IRS a cada Miembro Participante de la  
Clase del Acuerdo; y el 20% como salarios, por los cuales el Administrador del Acuerdo emitirá una Forma W-2 del  
IRS a cada Miembro Participante de la Clase del Acuerdo. Los Miembros de la Clase del Acuerdo son responsables del  
tratamiento adecuado de los impuestos fiscales de los pagos del acuerdo. El Administrador del Acuerdo, Seal Science y  
sus abogados, y los Abogados de la Clase no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros  
de la Clase del Acuerdo deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de  
los pagos que reciben bajo el Acuerdo.

Liberación. Después de la Fecha Efectiva Final del Acuerdo, a cambio de la consideración proporcionada por el  
Acuerdo, cada Miembro de la Clase del Acuerdo que no presenta una Solicitud de Exclusión oportuna y válida, en  
nombre de sí mismos, y en nombre de todos aquellos que reclamamos por y mediante ellos, o en su lugar, incluyendo pero  
no limitado a los agentes, abogados, representantes, predecesores, sucesores y asignados para siempre liberarán,  
absolverán y exonerarán, y se comprometerá a no demandar a Seal Science, incluyendo sus pasados y presentes  
divisiones, entidades hermanas, matrices, subsidiarias, predecesores, sucesores, asignados y sus accionistas respectivas,  
dueños, funcionarios, directores, empleados, agentes, fideicomisarios, abogados, aseguradores, representantes,  
administradores, fiduciarios, beneficiarios, subrogados, ejecutores, socios, y privados (colectivamente las "Partes  
Liberadas") de la responsabilidad de los reclamos, gravámenes, demandas, daños, sanciones, multas, salarios, daños



1 liquidados, cantidades de restitución, honorarios y costos de abogados, interés, daños punitivos, controversias,  
2 responsabilidades o causas de acción surgiendo fuera de la ley estatal, federal, orden administrativa, ley estatal o local, y  
3 teorías legales de compensación alegadas o formuladas en la queja operativa según las alegaciones de hecho en este  
4 documento, incluyendo, no pagar los salarios (regulares y de las horas extras), no pagar los salarios a la terminación, no  
5 pagar oportunamente los salarios durante el empleo, no proporcionar los períodos de comida; no autorizar ni permitir los  
6 períodos de descanso, no mantener o proporcionar las declaraciones salariales precisas y detalladas, no mantener los  
7 registros, la § 17200 del Código de Negocios y Profesiones, daños liquidados, sanciones del tiempo de espera, y  
8 sanciones bajo la Ley del Procurador General Privado del 2004 durante el período estatutario (colectivamente, los  
9 “Reclamos Liberados”). El período de liberación para los Miembros de la Clase del Acuerdo que no optan por salir de  
10 manera válida será el Período de la Clase (*es decir*, el 16 de agosto del 2014 hasta el 26 de junio del 2019).

11 Condiciones del Acuerdo. El Acuerdo está condicionado a que la Corte dicte una orden en o después de la audiencia de  
12 aprobación final aprobando finalmente el Acuerdo como justo, razonable, adecuado y en el mejor interés de la Clase del  
13 Acuerdo.

#### 14 ¿Cómo puedo reclamar dinero del Acuerdo?

15 **Hacer Nada.** Si usted no hace nada, usted tendrá derecho a su pago individual del acuerdo calculado según la fórmula  
16 establecida anteriormente, como se menciona en el Aviso de la Adjudicación del Acuerdo adjunto. Usted también estará  
17 obligado por el Acuerdo, incluyendo la Liberación que se indica arriba.

#### 18 ¿Qué otras opciones tengo?

19 Disputando la Información en el Aviso de la Adjudicación del Acuerdo. Su adjudicación se basa en el número  
20 proporcional de semanas de trabajo elegibles que usted trabajó como un Miembro de la Clase del Acuerdo durante el  
21 Período de la Clase. La información contenida en los registros de Seal Science con respecto a esta información, junto  
22 con su Pago Individual del Acuerdo estimado, se indica en el Aviso de la Adjudicación del Acuerdo adjunto. Si no está  
23 de acuerdo con la información en su Aviso de la Adjudicación del Acuerdo, puede presentar una disputa, junto con  
24 cualquier documentación de apoyo y/o explicación, de acuerdo con los procedimientos mencionados en el Aviso de la  
25 Adjudicación del Acuerdo. Cualquiera de las disputas, junto con la documentación de apoyo, deben ser mataselladas a  
26 no más tardar el 1 de octubre del 2020. **NO ENVIE LOS ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL  
27 ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI PRESERVADA.**

28 Las partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán en buena fe como resolver las  
disputas presentadas por los Miembros de la Clase del Acuerdo. Si no se llega a un consenso, la disputa se remitirá a la  
Corte para una determinación final en la Audiencia de Aprobación Final.

Excluyéndose del Acuerdo. Si usted **no** desea participar en el Acuerdo, usted puede excluirse enviando al Administrador  
del Acuerdo una carta escrita de la “Solicitud de Exclusión del Acuerdo de la Demanda Colectiva” matasellada a no más  
tardar el 1 de octubre del 2020, con su nombre, domicilio, número de teléfono, los últimos cuatro dígitos de su número  
de seguro social, y su firma. La Solicitud de Exclusión debe declarar:

“DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN LA DEMANDA DE SEAL SCIENCE, INC.  
ENTIENDO QUE, SI PIDO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO  
DEL ACUERDO DE ESTA DEMANDA Y NO ESTARÉ LIBERANDO CUALQUIERA DE LOS RECLAMOS QUE  
PUEDA TENER.”

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo en Seal Science Settlement Administrator,  
c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606. Cualquier persona que presente una Solicitud de Exclusión  
del Acuerdo oportuna, al ser recibida por el Administrador del Acuerdo, ya no será un Miembro de la Clase del  
Acuerdo, estará prohibido de participar en cualquier porción del Acuerdo, estará prohibido de objetar al Acuerdo, y no  
recibirá ningún beneficio del Acuerdo. No presente una Disputa y una Solicitud de Exclusión al mismo tiempo. Si lo  
hace, la Solicitud de Exclusión no será válida, usted estará incluido en la Clase del Acuerdo, y usted estará obligado por  
los términos del Acuerdo. Al presentar una Solicitud de Exclusión oportuna, usted retendrá los derechos o reclamos que  
pueda tener, si hay algunos, y perseguirlos por su propia cuenta en contra de Seal Science y las Partes Liberadas.

1 Objetando al Acuerdo. Usted tiene el derecho a objetar a los términos del Acuerdo. Si usted desea objetar al Acuerdo,  
2 usted debe entregar al Administrador del Acuerdo con un aviso escrito proporcionando los motivos de la objeción  
3 firmada por usted o su abogado, junto con todos los documentos de apoyo matasellados en o antes del 1 de octubre del  
4 2020. La objeción debe incluir el nombre y número de caso y debe establecer en términos claros y concisos, una  
5 declaración de las razones de por qué usted cree que la Corte debe decidir que el Acuerdo no es en el mejor interés de la  
6 Clase del Acuerdo y las razones de por qué cree que el Acuerdo no debe ser aprobado, incluso los argumentos legales y  
7 de hecho apoyando la objeción. Independientemente de si presenta una objeción por escrito al Acuerdo, puede  
8 comparecer en la Audiencia de Equidad Final y la Corte puede permitirle presentar sus objeciones en persona. Si desea  
9 comparecer en la Audiencia de Equidad Final para presentar su objeción a la Corte en persona, debe presentar una  
10 objeción por escrito antes de la Audiencia de Equidad Final para que las partes puedan abordar adecuadamente sus  
11 objeciones, pero la falta de hacerlo no le impedirá automáticamente objetar de manera verbal si lo permite la Corte.  
12 Usted puede asistir y/o comparecer en la Audiencia de Equidad Final en persona o mediante un abogado contratado por  
13 su propia cuenta. Los Miembros de la Clase del Acuerdo que presenten una objeción siguen siendo elegibles para recibir  
14 una compensación monetaria del Acuerdo. Si hay alguna objeción al Acuerdo, los Abogados de la Clase y Seal Science  
15 pueden presentar una respuesta con la Corte al mismo tiempo que se presenta la Petición para la Aprobación Final del  
16 Acuerdo.

17 Si usted objeta al Acuerdo, usted seguirá siendo un miembro de la Clase del Acuerdo, y si la Corte aprueba el Acuerdo,  
18 usted estará obligado por los términos del Acuerdo de la misma manera como los Miembros de la Clase del Acuerdo  
19 que no objetan.

#### 20 ¿Cuál es el siguiente paso?

21 La Corte llevará a cabo una audiencia de aprobación final sobre la adecuación, razonabilidad, y equidad del Acuerdo el  
22 20 de noviembre del 2020 a la 1:30 p.m., en 751 W. Santa Ana Blvd., Santa Ana, California 92701. Cualquier cambio  
23 en la fecha, hora, o ubicación de la Audiencia de Aprobación Final se publicará en el sitio web del Administrador del  
24 Acuerdo en [www.cptgroup.com/SealScienceSettlement](http://www.cptgroup.com/SealScienceSettlement). Usted debe comunicarse con los Abogados de la Clase en (818)  
25 265-1020 o (310)277-9945 para confirmar el domicilio y hora de la audiencia. También se le pedirá a la Corte que  
26 decida sobre la solicitud de los Abogados de la Clase para los honorarios de abogados y el reembolso de los costos y  
27 gastos, el pago de mejora del representante de la clase, los costos del Administrador del Acuerdo, y la cantidad  
28 reservada para las sanciones civiles de PAGA. **Usted no está obligado a asistir a la Audiencia de Aprobación Final.**

#### 29 ¿Cómo puedo obtener más información?

30 Este Aviso es solo un resumen de la Demanda y del Acuerdo. Para más información, usted puede contactar al  
31 Administrador del Acuerdo en el domicilio y número de teléfono establecidos anteriormente. Alternativamente, usted  
32 puede contactar a los Abogados de la Clase en el domicilio y número de teléfono establecidos anteriormente. Usted  
33 también puede revisar el sitio web de la Corte en [www.occourts.org](http://www.occourts.org).

34 **POR FAVOR NO LLAME O ESCRIBA A LA CORTE, A SEAL SCIENCE, INC. O A LOS ABOGADOS DE SEAL  
35 SCIENCE, INC. PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DEL ACUERDO**

#### 36 RECORDATORIO DE LOS PLAZOS

37 La fecha de plazo para presentar cualquiera de las Disputas, Solicitudes de Exclusión, u Objeciones es el 1 de octubre  
38 del 2020. Esta fecha de plazo se aplicará estrictamente.

**AVISO DE LA ADJUDICACIÓN DEL ACUERDO**

Acuerdo de Demanda Colectiva de Seal Science  
*Huffman v. Seal Science, Inc.*  
Corte Superior del Condado de Orange  
Número de Caso 30-2018-01012681-CU-OE-CXC

Por favor complete, firme, feche y devuelva esta forma a Seal Science Settlement Administrator, c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606 **SÓLO SI** (1) su información de contacto personal ha cambiado y/o (2) usted desea disputar los datos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener un domicilio actualizado archivado con el Administrador del Acuerdo.

**(I) Por favor imprima o escriba su nombre:**

\_\_\_\_\_  
(Primer nombre, Segundo nombre, Apellido)

**(II) Por favor imprima o escriba la siguiente información de identificación si su información de contacto ha cambiado:**

\_\_\_\_\_  
Nombres anteriores (si los hay)

\_\_\_\_\_  
Nuevo Domicilio Postal

\_\_\_\_\_  
Ciudad Estado Código Postal

**(III) Información Utilizada para Calcular Su Pago Individual del Acuerdo:**

Según los registros de Seal Science, Inc., usted trabajó <<WorkWeeks>> semanas de trabajo desde el 16 de agosto del 2014 hasta el 26 de junio del 2019.

Según lo anterior, su pago individual del acuerdo se estima ser de <<EstAmount>>.

**(IV) Si usted no está de acuerdo con el número de semanas de trabajo en la Sección (III) arriba, por favor explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier prueba o documentación de apoyo con esta forma:**

Si usted disputa la información antedicha de los registros de Seal Science, los registros de Seal Science registrarán a menos de que usted pueda proveer documentación que establezca lo contrario y que los registros de Seal Science están equivocados. Si hay una disputa sobre si la información de Seal Science o la suya es correcta, la disputa será resuelta por las partes y el Administrador del Acuerdo como se describe en el aviso que se acompaña esta forma. Si no se llega a un consenso, la disputa se remitirá a la Corte para una determinación final en la Audiencia de Aprobación Final.

**CUALQUIER DISPUTA, JUNTO CON CUALQUIER DOCUMENTACIÓN DE APOYO,  
DEBE SER MATASELLADA A MÁS TARDAR EL 1 DE OCTUBRE DEL 2020.**