

FILED  
KERN COUNTY SUPERIOR COURT  
08/31/2022

BY Urena, Veronica  
DEPUTY

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Attorneys for Plaintiffs, JOSE MANUEL ALAMO and BLAS NOE LICANO MUNOZ, on behalf of themselves and or all similarly situated persons

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF KERN**

JOSE MANUEL ALAMO and BLAS NOE  
LICANO MUNOZ, on behalf of themselves,  
and for all similarly situated persons, and the  
general public;

Plaintiffs,  
vs.

LEHR BROTHERS, INC., a California  
Corporation; and DOES 1 through 50,  
inclusive;

Defendants.

Case No.: BCV-20-102932  
Div. T2, Hon. Bernard C. Barmann

**~~PROPOSED~~ ORDER:**

- (1) GRANTING CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS AND PRELIMINARY APPROVAL OF SETTLEMENT;**
- (2) APPROVING CLASS NOTICE AND RELATED MATERIALS;**
- (3) APPOINTING SETTLEMENT ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL APPROVAL HEARING**

Date: August 31, 2022  
Time: 8:30

1           **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2           The Motion for Preliminary Approval of a Class Action Settlement came before this Court, on  
3 August 31, 2022 at 8:30 am in Department T2, located at 3131 Arrow Street, Bakersfield, CA 93308.  
4 The Court having considered the papers submitted in support of the application of the parties, HEREBY  
5 ORDERS THE FOLLOWING:

6           1.       The Court grants preliminary approval of the Settlement and the Settlement Class based  
7 upon the terms and conditions set forth in the Stipulation of Settlement and Release (“Settlement  
8 Agreement”) attached to the Declarations of Amir Seyedfarshi and Farrah Mirabel. All terms and  
9 conditions used herein shall have the same meaning as defined under the Settlement Agreement. The  
10 settlement set forth in the Settlement Agreement appears to be fair, adequate, and reasonable to the  
11 Settlement Class.

12           2.       The Settlement, including the \$275,000 Gross Settlement Amount, falls within the range  
13 of reasonableness and appears to be presumptively valid, pursuant to California Code of Civil Procedure  
14 § 382 and applicable law, subject only to any objections that may be raised at the final fairness hearing  
15 and final approval by this Court. The Court finds on a preliminary basis that: (1) the settlement amount  
16 is fair and reasonable to the Class Members when balanced against the probable outcome of further  
17 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
18 significant informal discovery, investigation, research, and litigation have been conducted such that  
19 counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3)  
20 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
21 further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of  
22 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-  
23 respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement  
24 Agreement was entered into in good faith.

25           3.       A final fairness hearing on the question of whether the proposed Settlement, attorneys’  
26 fees and costs to Class Counsel, Settlement Administrator costs and expenses, and the Class  
27 Representatives’ Incentive Awards should be finally approved as fair, reasonable and adequate as to  
28 the members of the Settlement Class is scheduled in Department T2 on the date and time set forth in  
the Implementation Schedule in Paragraph 13 below.

1           4.       The Court provisionally certifies for settlement purposes only the following class (the  
2 “Settlement Class”): All non-exempt employees, both former and current, who are or were employed  
3 by and worked at least one shift for Defendant in the State of California during the Class Period who  
4 have not requested to be excluded or have not opted out of the Class by submitting a valid and timely  
5 Request for Exclusion or Opt-Out.

6           5.       The Settlement Period means the class period applicable to this class action from  
7 December 14, 2016 through and including the date the Court grants Preliminary Approval.

8           6.       The Court finds, for settlement purposes only, that the Settlement Class meets the  
9 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class  
10 Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are  
11 common, or of general interest, to all Settlement Class Members, which predominate over individual  
12 issues; (3) Plaintiffs’ claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs  
13 and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and  
14 (5) a class action is superior to other available methods for the fair and efficient adjudication of the  
15 controversy.

16           7.       This Court approves, as to form and content, the Notice (“Class Notice”), in substantially  
17 the form attached to the Settlement Agreement as **Exhibit 1, as well as the Share Form, in**  
18 **substantially the form attached to the Settlement Agreement as Exhibit 2.** The Court approves the  
19 procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth  
20 in the Settlement Agreement. The Court finds that the form of notice to the Settlement Class regarding  
21 the pendency of this Action and of the Settlement, and the methods of giving notice to the Settlement  
22 Class, constitute the best notice practicable under the circumstances, and constitute valid, due, and  
23 sufficient notice to all members of the Settlement Class. The form and method of giving notice  
24 complies fully with the requirements of California Code of Civil Procedure section 382, California  
25 Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769, the California and United  
26 States Constitutions, and other applicable law.

27           8.       The Court directs the mailing of the Class Notice and Share Form by first class mail to  
28 the Class Members in accordance with the Implementation Schedule set forth below under Paragraph  
13. The Court finds the dates selected for the mailing and distribution of the Notice and Share Form,

1 as set forth in the Implementation Schedule, meet the requirements of due process and provide the best  
2 notice practicable under the circumstances and shall constitute due and sufficient notice to all persons  
3 entitled thereto.

4 9. It is ordered that the Settlement Class is preliminarily certified for settlement purposes  
5 only. For purposes of this Settlement, the Court finds that the proposed Settlement Class is  
6 ascertainable and that there is a sufficiently well-defined community of interest among the members of  
7 the Settlement Class as to questions of law and fact.

8 10. The Court confirms Plaintiffs Jose Manuel Alamo and Blas Noe Licano Munoz, as Class  
9 Representatives, and Amir Seyedfarshi of Employment Rights Law Group, APC, and Farrah Mirabel  
10 of Law Offices of Farrah Mirabel, PC as Class Counsel.

11 11. The Court confirms and appoints ILYM Group as the Settlement Administrator.

12 12. The Court orders the following **Implementation Schedule** for further proceedings:

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

14 a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 21 calendar days after the Preliminary Approval Date]
15 b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[Within 21 business days from receipt of the Class Member Information]
16 c.	Deadline for Class Members to Challenges, Objections, and Requests to be Excluded from Settlement	[No later than 45 calendar days after mailing of the Class Notice; if not postmarked by Response Deadline, any request or objection will be determined invalid]
17 f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement and Motion for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
18 g.	<b>Final Approval and Fairness Hearing</b>	<u>January 13, 2023</u> <del>, 2022</del> <u>at 8:30</u> <u>a.m./p.m. in Division H.</u>

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26 14. The Parties are ordered to carry out the Settlement according and pursuant to the terms  
27 of the Settlement Agreement.



# Exhibit 1

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND HEARING DATE FOR COURT APPROVAL**

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

**Jose Alamo and Blas Noe Licano Munoz v. Lehr Brothers, Inc.  
Case No. BCV-20-102932**

**TO:** *All individuals who worked for Lehr Brothers, Inc. in California as non-exempt employees during the period from December 14, 2016 through the date of preliminary approval. (“Class Members”).*

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS. A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER. YOU ARE NOT BEING SUED.**

A proposed settlement (“Settlement”) of the above-captioned class action (“Action”) filed in Kern’s County Superior Court (“the Court”) has been reached by the parties and has been granted preliminary approval by the Court supervising the Action. The purpose of this Notice is to briefly describe the case and to inform you of your rights and options in connection herewith.

If finally approved, the proposed settlement will resolve a class action filed against *Lehr Brothers, Inc.* alleging claims for allegedly: **(1)** failing to pay minimum wages; **(2)** failing to pay overtime; **(3)** failing to provide compliant meal periods to and/or pay meal period premiums; **(4)** failing to provide compliant rest periods to and/or pay rest period premiums **(5)** failing to provide complete/accurate wage statements; **(6)** failing to pay all wages due upon termination; **(7)** failing to provide timely wages; and for **(8)** failing to pay for sick days **(9)** failing to pay all wages earned **(10)** unfair business practices and **(11)** derivative penalties including those pursuant to PAGA.

The Court has not ruled or issued any findings, determinations, or judgment on the merits of the claims asserted in the Action. This means that there has been no finding, ruling, or judgment by the Court that *Lehr Brothers, Inc.* engaged in or committed any wrongdoing, is liable or at fault in any manner with respect to the foregoing claims, or that employees were not paid fully and lawfully. *Lehr Brothers, Inc.* denies any and all wrongdoing, and maintains that it has paid all of their non-exempt employees, both former and current, in compliance with all applicable laws and regulations.

**NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:** If you are a Class Member (as defined above) and received this Notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you do nothing you will receive a share of the settlement amount, and you will release the claims described in Section V below.

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## **I. INTRODUCTION**

This “NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL” (“NOTICE”) is to inform you of the settlement of this Action and your legal rights under the Joint Stipulation re: Class Action Settlement (the “Settlement Agreement”).

The Court has granted preliminary approval of the Settlement and the Court ordered this Notice be sent to you because you may be a Settlement Class Member entitled to money under the Settlement and because the Settlement affects your legal rights.

## **II. DESCRIPTION OF THE LAWSUIT**

### **A. Summary of Litigation**

On December 14, 2020, a class action complaint was filed by *Jose Alamo and Blas Noe Licano Munoz* (“Plaintiffs”) against *Lehr Brothers, Inc.* (“Defendant”) in Kern’s County Superior Court, Case No. BCV-20-102932, on behalf of themselves and all others similarly situated, and the general public. After an exchange of relevant information, the Parties agreed to participate in private mediation before a mediator to try to resolve the claims alleged in the action. Accordingly, on June 14, 2022, the Parties attended a mediation session with mediator, Hon. Steven Vartabedian (ret.). Pursuant to a mediator’s proposal issued after the mediation session, the Parties accepted the mediator’s proposal and reached an agreement of the action to resolve all claims, including the wage and hour class and PAGA representative claims that are memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.

### **B. Position of the Parties**

The Court has not ruled or issued any findings, determinations, or a judgment on the merits of Plaintiffs’ claims. The Court has determined only that certification of the Settlement Class for settlement purposes is appropriate under California law. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiffs have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms and conditions memorialized in the Settlement Agreement on file with the Court, and whose terms are generally summarized in this Notice. After a mutual exchange and investigation of information and data related to all claims and defenses at issue in this action, as well as the Parties vigorously advocating for their respective positions, the Settlement was reached after arms-length non-collusive negotiations between the parties, including mediation. In these negotiations, both sides recognized the uncertainty and risk of further litigation and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

1. Defendant has denied and continues to deny each, every, and of the claims, allegations, and causes of action at issue and set forth under Plaintiffs’ Operative Complaint. Defendant has denied and continues to deny any wrongdoing, fault, or legal liability arising out of any of the claims, allegations, and causes of action at issue and set forth under the Plaintiffs’ Operative Complaint, and Defendant has asserted various defenses



to Plaintiffs' claims, allegations, and causes of action of which Defendant maintains and holds are applicable and have merit. Defendant contends that it has complied with all of its legal obligations to its employees and all of its employees have been compensated in compliance with all applicable laws and regulations. Neither the Settlement nor any action taken to carry out the Settlement means that Defendant admits any fault, wrongdoing, or liability whatsoever. Although Defendant believes it has meritorious defenses to the allegations and claims in the actions and the Complaint, Defendant has concluded that further litigation would be protracted and expensive for all parties, and would also unnecessarily and to a burdensome effect divert business resources and unduly effect operations, management, and employees. Defendant has agreed to settle this Action in the manner and upon the terms set forth in the Settlement Agreement to put to rest all claims that are or could have been asserted against it in the Action.

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

### C. Preliminary Approval of the Settlement

Under this settlement, the following settlement class will be certified under California law:

*All individuals who worked for Lehr Brothers, Inc. in California as non-exempt employees during the period from December 14, 2016 through the date of preliminary approval ("Class Members").*

Plaintiffs Jose Alamo and Blas Noe Licano Munoz and their counsel, Farrah Mirabel, Esq. of Law Offices of Farrah Mirabel, PC and Amir Seyedfarshi, Esq. of Employment Rights Law Group, APC, ("Class Counsel"), believe that the settlement described below is fair, adequate, reasonable and in the best interests of Plaintiffs and the Class.

On [insert date of preliminary approval], the Court preliminarily approved the Settlement and conditionally certified the settlement class. This Notice is being sent to you because Defendant's records indicate that you were employed by Defendant during the Class Period.

**IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.** Defendant will not take adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement.

## III. TERMS OF THE SETTLEMENT

Defendant has agreed to pay an amount not to exceed \$275,000.00 (the "Gross Settlement Amount") to resolve the claims in Plaintiff's Action and the Complaint. The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to, but not exceeding, \$8,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Attorneys’ Fees and Expenses. Class Counsel – which includes attorneys from Law Offices of Farrah Mirabel, P.C., and Amir Seyedfarshi from Employment Rights Law Group, APC – who have been prosecuting Plaintiffs’ Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the parties have aggressively litigated the case including discovery, investigation, settlement efforts, and a full day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will collectively ask for fees of, but not to exceed, one third (1/3) (*i.e.*, \$96,250.00) of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in Plaintiff’s Actions. Class Counsel also will ask for reimbursement for the actual costs Class Counsel incurred in connection with Plaintiff’s Actions in an amount up to, but not to exceed, \$10,000.00.

Service Payment to Named Plaintiff and Class Representative. Class Counsel will ask the Court to award Named Plaintiffs and Class Representative Jose Alamo and Blas Noe Licano Munoz an Incentive Award up to, but not to exceed, \$10,000.00 for each named Plaintiff, total of \$20,000.00., for their efforts and risks provided on behalf of the Class Members. The Class Representative also may receive a share of the Settlement as a Class Member.

PAGA Payment. Class Counsel will ask the Court to approve a PAGA penalty allocation of \$9,000 from the Settlement Amount, 75% of which shall be paid the State of California and 25% of which shall be distributed to certain individuals in the Class who worked for Defendant from August 25, 2019 through the Preliminary Approval Date (“PAGA Period”). These payments are being made pursuant to California’s the Private Attorney Generals Act.

Net Settlement Amount. After deducting the amounts above, the balance of the Settlement Amount will form the Net Settlement Amount for distribution pro rata to the Class Members based upon the number of Workweeks worked by the Class Member during the Class Period.

Individual Settlement Payments will be issued to Settlement Class Members in the form of a check. Checks issued shall remain negotiable for One Hundred Eighty (180) days. Any settlement Class member who fails to timely negotiate (*i.e.*, cash or deposit) an Individual Settlement Payment check will remain bound by the terms of the Settlement and all Court orders.

You can view the Settlement Agreement and other Court documents related to this case by visiting [xxxxxxx](#).

#### **IV. YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT**

Each Class Participant (a Class Member who does not opt-out of the Settlement) shall be eligible to receive payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on the pro rata number of estimated workweeks worked by the Class Members

during the Class Period as a proportion of all estimated workweeks worked by all Class Members. For purposes of this calculation, a workweek means all workweeks, in full and in part, where a Class Member was employed and worked for Lehr Brothers, Inc. in California in a non-exempt job position. If any Class Member opts-out of the Settlement, his/her share will be distributed to Class Participants. The 25% of the PAGA Payment for Class Members who worked during the PAGA Period will be distributed to the Class Members pro rata based on pay periods worked during the PAGA Period. These amounts shall be in addition to the Individual Settlement Portions described above. Since PAGA penalties are claims owned by the State of California, there shall be no right to opt-out of the PAGA Payment portion of the Settlement.

Twenty Percent (20%) of each Individual Settlement Amount shall constitute wages subject to withholdings (and each Class Participant will be issued a Form W-2 for such payment to him or her); Eighty Percent (80%) of each Individual Settlement Amount shall constitute penalties, liquidated damages, and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). Class Participants are solely responsible for payment of local, state, and federal income and/or other taxes applicable to settlement payment received, and will indemnify and hold Defendant and Released Parties harmless from any claim arising from any and all tax liability, claims, charges, fines, and/or penalties accruing from the receipt of settlement payments. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The Estimated Workweeks you worked for Defendant during the Class Period will be calculated based on Defendant's employment, payroll, and wage records. If you feel that you were not credited with the correct number of Workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before [insert date] with documentation to establish the number of Workweeks you claim to have actually worked during the Class Period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINSTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many shifts should be credited. The Settlement Administrator will make the final decision as to how many Shifts are credited, and report the outcome to the Class Participant.

You can view the final approval order and final judgment and payment schedule at [www.XX.com](http://www.XX.com) XXXXXXXX.

## V. THE RELEASE OF CLAIMS

If the Court grants final approval of the Settlement, the Court will enter judgment and the Settlement Agreement will bind all members of the Settlement Class who have not opted out of the Settlement, and will bar all Class Members from bringing certain claims against Defendant as described below.

Upon the date Defendant funds the Gross Settlement Amount, each Settlement Class Member who has not submitted a timely Opt-Out request, shall fully release and forever discharge the Released Parties from any and all Released Claims during the Class Period.

“Released Claims” shall mean a release of all claims, specifically released under the Settlement Agreement on file with the Court, including, but not limited to, and summarily set forth as follows:

(1) as alleged and/or asserted in Plaintiffs' Operative Complaint; (2) as alleged and/or asserted in Plaintiffs' Operative PAGA letter, or that were or could have been alleged or asserted based on the facts and claims set forth in Plaintiffs' Operative PAGA letter and/or Complaint, and arising during the Class Period (December 14, 2016 to Preliminary Approval Date), including claims under Labor Code sections 201-203, 204, 210, 226, 226.7, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1198, all other claims under applicable Labor Code Sections related to the foregoing, all applicable IWC Wage Orders, and with respect to any civil or statutory penalties predicated on the claims alleged in Plaintiffs' Operative PAGA letter and/or Complaint and arising during the Class and/or PAGA Periods. The Release Period shall be the Class Period.

"Released Parties" shall mean and refer to Defendant and all of its former, present, and future, owners, parents, subsidiaries, affiliates, shareholders, predecessors and successors in interest, and related entities; its current, former, and future officers, directors, supervisors, employees, fiduciaries, trustees, representatives, agents, insurers, predecessors and successors in interest, assigns, and benefit plans; and any individual or entity which could be jointly liable with any of the foregoing.

Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Settlement payments constitute payment of all sums in satisfaction of all claims allegedly due to them and at issue. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

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

## **VI. WHAT ARE YOUR OPTIONS?**

### **A. Do Nothing and Receive Your Portion of the Settlement**

You are automatically included as a Class Participant and will receive a settlement payment and do not have to take any further action to receive your settlement payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is included on the attached Share Form.

### **B. Opt-Out and Be Excluded from the Class and the Settlement Except for the PAGA Component of the Settlement**

If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a letter or postcard postmarked no later than *[insert date]*, with your name, address, telephone number, and signature. The opt-out request should state something to the effect of:

**"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE JOSE ALAMO AND BLAS NOE LICANO MUNOZ V. LEHR BROTHERS, INC. LAWSUIT. I**

**UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”**

Send the opt-out request form, or letter/card directly to the Settlement Administrator at the following address **by no later than [Insert opt-out date]:**

**[Insert ADDRESS]**

Class Members who worked during the PAGA period do not have a right to opt-out, object or otherwise exclude themselves from the PAGA portion of the Settlement and will be covered by the release of claims for civil penalties under the PAGA summarized in section V, above.

A Class Member, other than a Class Member that worked during the PAGA Period, who submits a timely opt-out request form, or letter/card to be excluded from the Class Action Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement. A Class Member who worked during the PAGA Period and who submits a timely opt-out request for, or letter or postcard to be excluded from the Class Action Settlement will still receive his or her pro-rata portion of the PAGA Payment. If you want confirmation of receipt of your Opt-Out, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

### **C. Object to the Settlement**

You also have the right to object to the terms of the Settlement. The Court will consider any and all objections lodged up to the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you who wish to object to the Class Settlement must submit a written objection to the Settlement Administrator, **[Insert ADDRESS]**, **by no later than [Insert deadline]** and must file with the Court, and serve on all parties a written statement of objection. Only Class Participants may object to the Settlement. The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection. If you also wish to appear at the Final Approval and Fairness Hearing, in person or through an attorney, you need not file a notice of intention to appear at the same time as the objection is filed. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. You cannot object to the Settlement if you wish to exclude yourself or opt-out from the Settlement.

### **D. Your Right to Appear at the Final Approval and Fairness Hearing Through an Attorney or In Person**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **[Insert DATE]**, at **[Insert Time]** a/p.m. in Department \_\_\_\_ of the Superior Court of California, County of Kern, Hall of Justice, located at \_\_\_\_\_. You can find the Final Approval Hearing on the Court’s online calendar: [https://\\_\\_\\_\\_\\_](https://_____). You have the right to appear either in person or through your own attorney at this hearing at your own expense. Any

attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [Insert DATE Mailing]. All objections or other correspondence must state the name and number of the case, which is BLAS NOE LICANO MUNOZ V. LEHR BROTHERS, INC.

#### **VII. UPDATE FOR YOUR CHANGE OF ADDRESS**

If you move after receiving this Notice or if it was misaddressed, please complete the Change of Address portion of the Share Form and mail it to the Settlement Administrator, ILYM, Inc. at ???, as soon as possible. **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT PAYMENT REACH YOU.**

#### **VIII. IF THE JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE IS NOT APPROVED**

If the Joint Stipulation re: Class Action Settlement is not approved by the Court, or if any of its conditions are not satisfied, the conditional settlement will be voided, no money will be paid, and the case will return to litigation. If that happens, there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as this settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

#### **IX. QUESTIONS OR COMMENTS?**

This Notice of Proposed Class Action Settlement is a summary of the basic terms of the Settlement. For the precise terms and conditions, of the Settlement, you may review the detailed Settlement Agreement on file with the Clerk of the Court. The pleadings and other records in this litigation may be examined by contacting the Office of the Clerk of the Superior Court of California, County of Solano County to schedule an appointment during regular business hours of each court day. The Office of the Clerk is located at Department \_\_\_ of the Superior Court of California, County of Kern, located at \_\_\_\_\_, California \_\_\_\_\_. The case file may also be viewed online at the court's website at <http://www.>. In addition, the key settlement documents may be viewed on the website established by the Settlement Administrator at <http://www.>

**PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about the settlement, you may contact the Settlement Administrator at: ??? or by e-mail at \_\_\_\_\_.