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9 *Attorneys for Plaintiff and the [Proposed] Class*

FILED
Superior Court of California
County of Los Angeles

DEC 14 2020

Sherri R. Carter, Esq., Superior Court Clerk
by *Alfredo Morales* deputy
ALFREDO MORALES

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 **JOEL SOTO CARENDAS**, an individual, on
13 behalf of himself and all others similarly
14 situated,

15 **Plaintiffs,**

16 v.

17 **SDG ENTERPRISES**, a California Corporation;
18 **NICHOLAS SIMILI**, an individual, and **DOES 1**
- 100, inclusive,

19 **Defendants.**

Case No.: 19STCV25672

*(Assigned For All Purposes To The Honorable
Amy D. Hogue, Department 7)*

**AMENDED [~~PROPOSED~~] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: December 14, 2020
Time: 11:00 a.m.
Dept.: SSC-7

Complaint Filed: July 24, 2019
Trial Date: None Set

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1 **AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS**
2 **ACTION SETTLEMENT**

3 Plaintiff, Joel Soto Carendas', ("Plaintiff") Motion for Preliminary Approval of Class Action
4 Settlement came before this court on a date and time to be set by the Court. The Court, having
5 considered the Joint Stipulation of Class Action Settlement and Release Between Plaintiff, On Behalf
6 Of Himself And All Others Similarly Situated, And Defendants ("Settlement Agreement"), attached
7 as Exhibit 1 to the Declaration of Daniel Srourian ¶ 7, and the exhibits attached thereto; having
8 considered Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement,
9 memorandum of points and authorities, supporting declaration filed therewith, and good cause
10 appearing thereto, HEREBY ORDERS THE FOLLOWING:

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

18 All non-exempt, hourly employees who, at any time from July 24, 2015 through the
19 date of preliminary approval, were employed by Defendants in the State of California.

20 1. For purposes of the settlement, the Court further designates Plaintiff, Joel Soto
21 Carendas as Class Representative, and Daniel Srourian of Srourian Law Firm, P.C. and Sarkis
22 Sirmabekian of Sirmabekian Law Firm, P.C. as Class Counsel;

23 2. The Court designates Phoenix Class Action Administration Solutions as the third-
24 party Settlement Administrator for mailing notices and all other services required under the
25 Settlement Agreement;

26 3. The Court approves, as to form and content, the Notice of Class Action Settlement
27 ("Class Notice") and the accompanying Request for Exclusion Form, attached as **Exhibit 1** to this
28 Order ("Notice Packet");

1 4. The Court finds that the form of notice to the Class Members regarding the pendency
2 of the Action and of this settlement, and the methods of giving notice to Class Members constitute
3 the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice
4 to all Class Members. The form and method of giving notice complies fully with the requirements
5 of California Code of Civil Procedure section 382 and 384, California Civil Code section 1781,
6 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
7 applicable law;

8 5. The Court further approves the procedures for Class Members to opt out of or object
9 to the Settlement, as set forth in the Settlement Agreement and Notice Packet;

10 6. The procedures and requirements for filing objections in connection with the Final
11 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
12 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the
13 due process rights of all Class Members;

14 7. The Court directs the Settlement Administrator to administer the notice in accordance
15 with the following, which includes: a) translating the Notice Packet in Spanish; b) mailing the Notice
16 Packet to Class Members in both English and Spanish; and c) including a stamped envelope
17 addressed to the Settlement Administrator in the Notice Packet. All Requests for Exclusion and
18 Notices of Objection shall be submitted to the Settlement Administrator, not to Class Counsel or
19 Defendants' counsel, however, the Settlement Administrator will submit copies to the parties'
20 counsel. At final approval, the Settlement Administrator shall file a declaration authenticating a copy
21 of every Request for Exclusion Form and Notice of Objection received by the Settlement
22 Administrator;

23 8. The Court directs the Settlement Administrator, or counsel for the parties, to give
24 notice to any objecting party of any continuance of the hearing on the motion for final approval
25 ("Final Approval Hearing");

26 9. A Final Approval Hearing on the question of whether the Settlement should be finally
27 approved as fair, reasonable and adequate is scheduled in Department 7 of the above-entitled Court
28 located at 312 N. Spring St., Los Angeles, CA 90012, on 6/17/2021 (approximately
120 days following the preliminary approval) at 11:00 a.m. p.m.;

1 10. At the Final Approval Hearing, the Court will consider this: a) whether the settlement
2 should be approved as fair, reasonable, and adequate for the Class; b) whether the judgment granting
3 final approval of the settlement should be entered; and c) whether Plaintiff's application for Class
4 Counsels' Attorneys' Fees and Costs, the Class Representative Service Payment, and Settlement
5 Administration Costs should be granted;

6 11. Counsel for the parties shall file memoranda, declarations, or other statements and
7 materials in support of their request for final approval of the settlement, Class Counsels' Attorneys'
8 Fees and Costs and the Class Representative Service Payment no later than
9 *16 court days in advance.*

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

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

16 **IT IS SO ORDERED.**

17 DATED:

12/14/2021

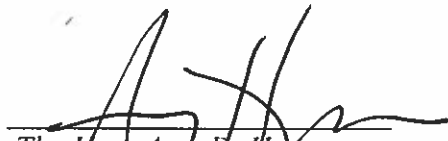

The Hon. Amy D. Hogue
Judge of the Superior Court

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**IF YOU WORKED AS AN HOURLY EMPLOYEE FOR SDG
ENTERPRISES OR NICHOLAS SIMILI IN THE STATE OF
CALIFORNIA, YOU MAY OBTAIN PAYMENTS FROM A
SETTLEMENT REACHED IN A PROPOSED CLASS ACTION
LAWSUIT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
AFFECTED.**

This Notice is court approved. This is not a solicitation from an attorney.

WHY DID I GET THIS NOTICE?

You have received this Class Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Class Notice describes a proposed settlement of the lawsuit *Joel Soto Cardenas, individually and on behalf of all others similarly situated, and Defendants SDG Enterprises and Nicholas Simili* pending in the Los Angeles County Superior Court, Case No. 19STCV25672 (the "Lawsuit"). This Class Notice is being sent to you by the order of the Los Angeles County Superior Court, which preliminarily approved the settlement and conditionally certified the Settlement Class on [date of preliminary approval].

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Joel Soto Cardenas ("Plaintiff") on behalf of himself and all others similarly situated who worked as hourly employees for SDG Enterprises or Nicholas Simili ("Defendants") in California between July 24, 2015 and [date of preliminary approval].

The Lawsuit alleges Defendants violated California and federal law by failing to pay the minimum wage, failing to compensate for all hours worked, failing to pay overtime, failing to pay meal period compensation, failing to pay rest period compensation, failing to furnish accurate wage and hour statements, failing to maintain accurate payroll records, failing to pay wages upon discharge and failing to reimburse all necessary business expenses. The Lawsuit also alleges Defendants engaged in unfair business practices and violated the California Private Attorneys General Act ("PAGA") by engaging in these alleged violations. Plaintiff seeks to bring these claims as a class and representative action on behalf of himself and other current and former employees of Defendants.

Any Questions? Call [Settlement Admin Toll Free Ph. #]

Defendants deny each and all of these claims and contentions alleged by the Plaintiff and contends they have complied with the law at all times. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Defendants agreed on a class settlement that was preliminarily approved by the Court on [date of preliminary approval]. Plaintiff and Class Counsel support the settlement.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims in the Lawsuit have merit or that they have any liability to Plaintiff or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. Joel Soto Cardenas is the Class Representative in the Lawsuit, and he asserts claims on behalf of himself and the Class Members. All of the Class Members form a Class. A class action allows one court to resolve the claims of all the Class Members at the same time. A California Superior Court judge, Judge Amy D. Hogue, is in charge of this class action.

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial, and people affected will quickly receive compensation. The Class Representative and the attorneys think the settlement is best for the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who worked for Defendants as an hourly worker in California from July 24, 2015 through [date of preliminary approval], are included in the Class.

According to Defendants' records, you are member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER].

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Defendants will pay Nine Hundred Forty-Five Thousand Dollars and Zero Cents (\$945,000.00) ("Gross Settlement Amount"). After attorney's fees and costs, a service payment to the Plaintiff, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Gross Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

Any Questions? Call [Settlement Admin Toll Free Ph. #]

Individual Settlement Payment: Each Participating Class Member will receive a payment based the total number of weeks worked as an hourly employee in California during the relevant time period. Individual Settlement Payments will be calculated as follows:

The total number of Workweeks worked by each Participating Class Member (“Individual Workweeks”) will be added together to determine the total number of Workweeks worked by all Participating Class Members (“Class Workweeks”). The Net Settlement Amount will then be divided by the Class Workweeks to determine the “Weekly Rate.”

Each Participating Class Member’s “Individual Settlement Payment” then will be calculated using the following formula: Individual Settlement Payment = Weekly Rate x Individual Workweeks.

- **Class Representative Service Payment:** For acting as the Class Representative, Plaintiff will request from the Court an award of \$5,000.00 in recognition of and as compensation for his efforts, such as starting the Lawsuit, volunteering time to assist with the case, and providing information and documents, as well as risks he assumed in starting and assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Gross Settlement Amount.
- **Class Counsel’s Attorney’s Fees and Costs:** Class Counsel will request from the Court no more than one-third of the Gross Settlement Amount (\$315,000.00) as attorney’s fees for litigation and resolution of the Lawsuit. Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated to be no more than \$15,000.00. Any amount ordered by the Court for Class Counsel’s attorney’s fees and costs will be paid from the Gross Settlement Amount.
- **PAGA Payment:** \$20,000.00 from the Gross Settlement Amount is allocated for payment to the State of California under the Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$15,000.00) will be paid to the California Labor and Workforce Development Agency, and 25% (\$5,000.00) of the allocation will be distributed to the Class Members as part of the Net Settlement Amount. Any amount ordered by the Court will be paid from the Gross Settlement Amount.
- **Settlement Administration:** The costs of settlement administration payable to the Settlement Administrator will not exceed \$20,000.00, and pays for tasks such as mailing and tracking this Class Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Gross Settlement Amount.
- All checks issued to Participating Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, the checks shall become null and void, and the Settlement Administrator will take all steps necessary to ensure that the funds from the Participating Class Member’s un-cashed check(s), including unpaid cash residue(s), or other unclaimed or abandoned fund(s), are transmitted to the Legal Aid Foundation of Los Angeles.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?

You do not need to do anything to receive a payment from the settlement.

Defendants' records show that, while you worked as an hourly employee during the relevant time period, you worked a total of [XXX] weeks. Accordingly, your anticipated settlement share is [\$ AMOUNT]. The actual amount may vary somewhat based on the actual implementation of the settlement.

Thirty percent (30%) of your payment will be issued in a check representing unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck); forty percent (40%) of your payment will represent interest; and thirty percent (30%) of your payment will be issued in a check representing penalties and will be reported on IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you don't agree with the information about the amount of your anticipated settlement share, you have an opportunity to dispute the information. Any disputes should be sent in writing to the Settlement Administrator postmarked or fax time-stamped on or before the [RESPONSE DEADLINE]. Along with your written letter explaining the dispute, you should include the last four digits of your social security number and any records (such as paystubs, pay checks or other records) that you have to support your calculation of the total number of weeks you worked for Defendants as an hourly employee in California during the relevant time period. The date of the postmark or fax time-stamp will determine if your dispute was timely sent. Any evidence submitted by you will be evaluated and a final decision will be made as to the correct amount of your settlement share.

The Settlement Administrator is:

Carendas v. SDG Enterprises, et al.
c/o Phoenix Class Action Administration Solutions
Street
City, California Zip Code

WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?

Unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you can't sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you. If you stay in the Settlement Class, upon the Effective Date, and only after the Settlement has been fully funded, Plaintiff and all Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged Defendants and any of their former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any, and any other individual or entity which could be liable for any of the Released Claims from any and all Release Claims. The Settlement Class and each member of the Class who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for the Released Claims for any period

Any Questions? Call [Settlement Admin Toll Free Ph. #]

during the Released Claims Period which is the period from July 24, 2015 to [date of preliminary approval].

Pursuant to the Settlement Agreement, "Released Claims" means all claims, rights, demands, liabilities and causes of action of every nature and description based on the facts alleged in the Action against Defendant or any other Released Parties, including without limitation statutory, constitutional, contractual or common law claims for the wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, restitution, equitable relief, or any other relief, alleged in the First Amended Class Action Complaint For Damages including claims based on the following categories of allegations: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Breaks); (3) Violation of California Labor Code § 226.7 (Failure to Provide Rest Breaks); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (6) Failure to Compensate All Hours Worked (Cal. Lab. Code § 204); (7) Failure to Pay Wages Upon Discharge (Cal. Lab. Code § 201); (8) Statutory Penalties (Cal. Lab. Code §§ 203 and 558); (9) Violation of the California Private Attorney General Act of 2004, California Labor Code § 2698 *et seq.*; (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices); and (11) Violation of Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses).

DO I HAVE A LAWYER IN THIS CASE?

The Court has decided the law firms below are qualified to represent you and the Settlement Class. These law firms are called "Class Counsel."

Daniel Srourian (SBN 285678) SROURIAN LAW FIRM, P.C. 3435 Wilshire Blvd., Suite 1710 Los Angeles, California 90010 Telephone: (310) 601.3131 Facsimile: (310) 388.8444 Email: daniel@slfla.com	Sarkis Sirmabekian (SBN 278588) SIRMABEKIAN LAW FIRM, P.C. 3435 Wilshire Blvd., Suite 1710 Los Angeles, California 90010 Telephone: (818) 473.5003 Facsimile: (818) 476.5619
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If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit the Request for Exclusion Form to the Settlement Administrator at the following address:

Carendas v. SDG Enterprises, et al.
c/o Phoenix Class Action Administration Solutions
City, California Zip Code

To be valid, a Request for Exclusion must: (a) be signed by you; (b) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (c) clearly state that you do not wish to be included in the settlement; (d) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number above; and (e) be postmarked or faxed on or before the

Any Questions? Call [Settlement Admin Toll Free Ph. #]

[RESPONSE DEADLINE]. The date of the fax or postmark on the return mailing envelope will determine if your Request for Exclusion was timely submitted. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Gross Settlement Amount, including the Release described in this Notice. The Request for Exclusion Form is included with this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement. Class Members have the option of objecting either in writing or in person.

If a Class Member wishes to object in writing, Class Members should provide or submit written objections and supporting papers, if any. Written objections should: (a) be signed by you; (b) contain your full name, address, telephone number, and last four digits of your Social Security Number; (c) clearly state all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which your objection is based; (e) be returned by fax to the Settlement Administrator at [Settlement Administrator FAX] or by mail to the Settlement Administrator at [*Carendas v. SDG Enterprises, et al. c/o Phoenix Class Action Administration Solutions, STREET, CITY, ZIP*]; and (f) be postmarked or faxed on or before the [RESPONSE DEADLINE]. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a written objection has been timely submitted.

Alternatively, in lieu of submitting a written objection, Class Members may object in person. Class Members may appear at the Final Approval Hearing, either in person or through an attorney at your own expense. In light of the recent Covid-19 restrictions, Class Members may also appear at the Final Approval Hearing by video or telephone in addition to appearing in person. Information regarding remote appearances may be found on the Los Angeles Superior Court website at <https://www.lacourt.org>. The Final Approval Hearing is scheduled to take place on [date of final approval hearing], 2021, at x:xx x.m. in Department 7 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from initiating a lawsuit or proceeding regarding the Released Claims.

WHAT IF MY CONTACT INFORMATION CHANGES?

If, after you receive this Class Notice, you change your mailing address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

THE FINAL APPROVAL HEARING

The Final Approval Hearing is scheduled to take place on [date of final approval hearing], 2020, at x:xx x.m. in Department 7 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012. The date and time may change without further notice to the Class.

At the Final Approval Hearing, the Court will make a final decision whether to approve the settlement, and will also decide what amounts will be awarded to Plaintiff for a service award, and to Class Counsel for attorney's fees and costs.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www.) within seven (7) calendar days after entry of the Final Order and Judgment. Notice of any change of date or location of any hearing will also be posted on the settlement website.

FURTHER INFORMATION

This Notice is only a summary of the settlement. The Settlement, pleadings, and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. Per recent health concerns due to COVID-19, Class Members who wish to view documents related to this case at the Clerk's Office of the Los Angeles Superior Court must first make an appointment with the Clerk. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), the Court's Preliminary Approval Order, and the operative complaint, they may be viewed at [URL to case-specific web page by Settlement Administrator].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER] or Class Counsel listed above. Please refer to the *Carendas v. SDG Enterprises, et al.* Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT

REQUEST FOR EXCLUSION FORM

THIS IS NOT A CLAIM FORM. [COMPLETE THIS FORM ONLY IF YOU CHOOSE TO NOT PARTICIPATE IN THIS SETTLEMENT AND CHOOSE NOT TO RECEIVE A SETTLEMENT SHARE]

In The Matter of

Joel Soto Carendas, an individual, on behalf of himself and all others similarly situated v. SDG Enterprises, a California Corporation; Nicholas Simili, an individual, and DOES 1 – 100, inclusive; Los Angeles County Superior Court, Case No. 19STCV25672

INSTRUCTIONS: TO EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT, THIS FORM MUST BE COMPLETED AND POSTMARKED OR FAXED TO THE SETTLEMENT ADMINISTRATOR, PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS, NO LATER THAN _____, AT THE ADDRESS AND/OR FACSIMILE NUMBER BELOW. IF YOU FAIL TO DO SO, YOU WILL LOSE YOUR RIGHT TO OPT-OUT.

Carendas v. SDG Enterprises et al. Class Action Settlement
Phoenix Class Action Administration Solutions
[ADDRESS][FAX]

Please fill in all of the following information (type or print):

Name of Class Member (First, Middle, Last):

Address (Street Address, City, State, Zip):

Telephone: _____

Last Four Digits of Social Security Number: _____

Location of Employment:

Dates of Employment: _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING OR FAXING THIS FORM ON OR BEFORE [DATE].

I verify that the following is true: My name, address and other contact information are set forth above. I received and had the opportunity to read the Class Notice that was sent to me along with this Request for Exclusion Form. I understand that by opting-out of this Class Action Settlement, I will not be eligible to receive any money that may result from any trial or settlement of this lawsuit, if there is one. I do not wish to receive compensation under the terms of any judgment or settlement or to

Any Questions? Call [Settlement Admin Toll Free Ph. #]

otherwise participate in this Class Action. I further understand that by opting-out, all personal representatives, spouses, and relatives who on account of a personal relationship to me might assert a claim for money will be deemed to have opted-out as well.

I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Defendants have not encouraged me to opt out, and I choose to opt out on my own free will.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed

Signature of Class Member