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FILED
 ALAMEDA COUNTY

APR 14 2022

CLERK OF THE SUPERIOR COURT



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

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10 CIOMARA AYALA DOLORES,
 11 individually, and on behalf of other members
 12 of the general public similarly situated and on
 behalf of other aggrieved employees pursuant
 to the California Private Attorneys General
 Act;

Plaintiff,

vs.

15 INLAND MARINE INDUSTRIES, INC., a
 16 California corporation; INLAND METAL
 TECHNOLOGIES, an unknown business
 17 entity; INLAND METAL INDUSTRIES, an
 unknown business entity; INLAND METAL,
 18 INC., an unknown business entity; and DOES
 1 through 100, inclusive,

Defendants.

Case No.: RG19039075

Honorable Frank Roesch
 Department 17

CLASS ACTION

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

Reservation No.: 352390080210
 Date: April 14, 2022
 Time: 3:30 p.m.
 Department: 17

Complaint Filed: October 15, 2019
 FAC Filed: January 26, 2022
 Trial Date: None Set

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1 This matter has come before the Honorable Frank Roesch in Department 17 of the Superior
2 Court of the State of California, for the County of Alameda, on April 14, 2022 at 3:30 p.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for Justice, PC
4 appears as counsel for Plaintiff Ciomara Ayala Dolores ("Plaintiff"), individually and on behalf of
5 all others similarly situated and other aggrieved employees and Futterman Dupree Dodd Croley
6 Maier LLP appears as counsel for Defendant Inland Marine Industries, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement Agreement and General Release ("Settlement," "Agreement," or "Settlement
13 Agreement"), attached as "EXHIBIT 1" to the Declaration of Edwin Aiwazian in Support of
14 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's
15 determination that the Settlement falls within the range of possible approval as fair, adequate, and
16 reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Service Award, LWDA Payment, Administration Expenses, and
3 payments to the Participating Settlement Class Members provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
6 and preliminarily finds that the monetary settlement awards made available to the Settlement Class
7 Members are fair, adequate, and reasonable when balanced against the probable outcome of further
8 litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Settlement
10 Class meets the requirements for certification under section 382 of the California Code of Civil
11 Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all
12 members of the Settlement Class is impracticable; (b) common questions of law and fact
13 predominate, and there is a well-defined community of interest amongst the members of the
14 Settlement Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical
15 of the claims of the members of the Settlement Class; (d) Plaintiff will fairly and adequately protect
16 the interests of the members of the Settlement Class; (e) a class action is superior to other available
17 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
18 counsel for Plaintiff in her individual capacity and as the representative of the Settlement Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Settlement Class,
20 defined as follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendant within the State of California at any time during the period from October
23 15, 2015 through November 11, 2021.

24 7. For settlement purposes only, the Court provisionally appoints Lawyers *for* Justice,
25 PC as counsel for the Settlement Class ("Class Counsel").

26 8. For settlement purposes only, the Court provisionally appoints Plaintiff Ciomara
27 Ayala Dolores as the representative of the Settlement Class ("Class Representative").

28 9. For settlement purposes only, the Court provisionally appoints Phoenix Settlement
Administrators ("Phoenix") to handle the administration of the Settlement ("Settlement

1 Administrator”).

2 10. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
3 provide the Settlement Administrator with the following information about each Settlement Class
4 Member: full name, last known address, email address, Social Security number, worksite(s) where
5 he or she was employed by Defendant during the Class Period, number of Workweeks during the
6 Class Period, and number of Workweeks worked during each calendar year during the Class Period
7 (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Pendency of Class
9 Action and Proposed Settlement (“Notice of Settlement”) attached hereto as “EXHIBIT A.” The
10 Notice of Settlement shall be provided to Settlement Class Members in the manner set forth in the
11 Settlement Agreement. The Court finds that the Notice of Settlement appears to fully and accurately
12 inform the Settlement Class Members of all material elements of the Settlement, of Settlement Class
13 Members’ right to be excluded from the Settlement by submitting an opt out request, of Settlement
14 Class Members’ right to dispute the Workweeks credited to each of them, and of each Participating
15 Settlement Class Member’s right and opportunity to object to the Settlement by filing and serving
16 an objection. The Court further finds that distribution of the Notice of Settlement substantially in
17 the manner and form set forth in the Settlement Agreement and this Order, and that all other dates
18 set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
19 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
20 Settlement Administrator to mail the Notice of Settlement by First-Class U.S. mail to all Settlement
21 Class Members within fourteen (14) calendar days of receipt of the Class List, pursuant to the terms
22 set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Settlement. Any Settlement Class Member
25 may choose to be excluded from the Settlement by submitting a timely written opt out request in
26 conformity with the requirements set forth in the Notice of Settlement, to the Settlement
27 Administrator, postmarked no later than the date which is forty-five (45) calendar days from the
28 initial mailing of the Notice of Settlement to Settlement Class Members (“Response Deadline”).

1 Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement
2 will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or
3 have any right to object, appeal, or comment thereon. Settlement Class Members cannot opt out of
4 PAGA claims, and will be bound by the terms of the Settlement Agreement as to the PAGA claims
5 Settlement Class Members who have not submitted a timely and valid request to be excluded from
6 the Settlement (i.e., Participating Settlement Class Member) shall be bound by the Settlement
7 Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on
9 September 29, 2022 at 3:30 a.m./p.m. in
10 Department 17 of the Alameda County Superior Court, located at the Rene C. Davidson Courthouse,
11 located at 1225 Fallon St., Oakland, California 94612, to determine all necessary matters concerning
12 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
13 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
14 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
15 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
16 to the Settlement Class Members; and determine whether to finally approve the requests for the
17 Attorneys' Fees and Costs, Service Award, and Administration Expenses.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for
19 Attorneys' Fees and Costs, Service Award, and Administration Expenses, along with the appropriate
20 declarations and supporting evidence, including the Settlement Administrator's declaration, by
21 September 8, 2022, to be heard at the Final
22 Approval Hearing.

23 15. To object to the Settlement, a Settlement Class Member must file their objection
24 with the Court on or before the Response Deadline. The objection must be signed and must contain
25 the information that is required, as set forth in the Notice of Settlement, including and not limited to
26 the grounds for the objection.

27 16. The Settlement is not a concession or admission, and shall not be used against
28 Defendant as an admission or indication with respect to any claim of any fault or omission by

1 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
4 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
6 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
7 implementation, interpretation, or enforcement of the Settlement.

8 17. In the event the Settlement does not become effective in accordance with the terms
9 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
10 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
11 vacated, and the Parties shall revert back to their respective positions as of before entering into the
12 Settlement Agreement.

13 18. The Court reserves the right to adjourn or continue the date of the Final Approval
14 Hearing and any dates provided for in the Settlement Agreement without further notice to the
15 Settlement Class Members, and retains jurisdiction to consider all further applications arising out of
16 or connected with the Settlement.

17 19. Pending the final determination of whether the settlement should be approved, all
18 proceedings in the action, except as necessary to implement the settlement or comply with the terms
19 of the Settlement Agreement or this Order, are hereby stayed.

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21 **IT IS SO ORDERED.**

22
23 Dated: 4/14/22

24 By: 

25 The Honorable FRANK ROESCH
26 Judge of the Superior Court
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EXHIBIT A

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

CIOMARA AYALA DOLORES, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

v.

INLAND MARINE INDUSTRIES, INC.,
a California corporation; INLAND METAL
TECHNOLOGIES, an unknown business entity;
INLAND METAL INDUSTRIES, an unknown
business entity; INLAND METAL, INC., an
unknown business entity and DOES 1 through
100, inclusive.

Defendants.

Case No.: RG19039075

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

Dept.: 16
Trial Date: None Set
Action filed: October 15, 2019
FAC filed: January 26, 2022

1 Pursuant to the Order of Superior Court of the State of California, for the County of
2 Alameda (the "Court"), entered on [REDACTED] 2022, you are hereby notified as follows:

3 A proposed settlement (the "Settlement") has been reached between Plaintiff Ciomara
4 Ayala Dolores, individually, and on behalf of other members of the general public similarly
5 situated, and Defendant Inland Marine Industries, Inc in the proposed class action (the "Action")
6 pending in the Court brought on behalf of the following individuals (the "Settlement Class"):

7 All current and former hourly-paid or non-exempt employees who
8 worked for Inland Marine Industries, Inc. within the State of
9 California at any time during the period from October 15, 2015, to
and including November 11, 2021 ("Class Period").

10 You have been identified by Inland Marine Industries, Inc ("Inland" or "Defendant") as a
11 member of the Settlement Class. Please read this entire Notice carefully. It may affect your legal
12 rights to money you may be owed in connection with your employment.

13
14 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

15		
16	What is the lawsuit about?	Plaintiff alleges that Inland violated California's wage and hour laws by not providing her and others with rest and meal breaks, by failing to pay them premium wages for missed rest breaks and meal periods and failing to pay overtime and minimum wages, and by failing to provide accurate wage statements and termination pay under Labor Code Section 203. Plaintiff also has asserted claims under California Business & Professions Code section 17200 and the Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 <i>et seq.</i> , based on the same alleged Labor Code violations.
17		
18	What are my options in this Settlement?	You have three options: (A) do nothing, remain in the Settlement Class, and receive your share of the Settlement; (B) challenge the number of Workweeks indicated below while remaining in the Settlement Class; or (C) exclude yourself from the Settlement Class and from the Settlement.
19		
20	How many Workweeks did I work per Inland records, during the Class Period?	Inland's records indicate you worked the following number of Workweeks as an hourly-paid and non-exempt employee during the Class Period: [REDACTED]
21		
22	What if I don't agree with the number of Workweeks?	If you disagree with the number of Workweeks identified above, you can dispute the number of Workweeks by sending a letter to the Settlement Administrator, pursuant to the instructions below and the terms of the Settlement Agreement.
23		
24	What if I want to object to this Settlement?	If you believe the proposed Settlement is unfair or inadequate, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement.
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A. BASIC INFORMATION

1. **Why did I get this Notice?**

The Court has certified, for Settlement purposes, the following class (the "Settlement Class"): All employees who have worked as hourly and nonexempt positions at Inland Marine Industries, Inc in California, from October 19, 2019, to November 11, 2021, inclusive.

According to Inland's records, you are a member of the Settlement Class ("Settlement Class Member"). The purpose of this Notice is to inform you about the proposed Settlement and to explain your rights and options with respect to the proposed class action (the "Class Action") and the Settlement.

2. **What is this case about?**

The initial complaint in this action was filed October 19, 2019, and an amended complaint was filed on January 26, 2022. Plaintiff alleges that Inland requires employees to not receive full rest and meal periods in violation of the California's Labor Code and applicable Wage Order, and violated such and other laws by failing to pay them premium wages for missed rest and meal periods, by failing to pay overtime and minimum wages, by failing to pay worked-related expenses and by failing to provide accurate wage statements. In addition to alleging violations of the California Labor Code, Plaintiff also has asserted claims under California Business and Professions Code section 17200 and the Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.*, based on the same alleged Labor Code violations.

Inland is confident it has strong legal and factual defenses to these claims, but both sides recognize the risks and expenses associated with continued litigation.

This Settlement is the result of good-faith, arms-length negotiations between the Plaintiff and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances and is in the best interests of the Settlement Class Members.

The Court has **not** yet ruled on the merits of the Plaintiff's claims or Defendant's

1 defenses. The Settlement is a compromise and is not an admission of liability on the part of
2 Defendant.

3 **3. What are the Settlement Terms?**

4 Subject to final Court approval, Defendant will pay \$1,000,000 (the "Settlement Fund")
5 for (a) the claims by Participating Settlement Class Members; (b) PAGA penalties of \$50,000
6 with seventy-five percent (75%) of the PAGA penalties (\$37,500) being paid to the California
7 Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) of the
8 PAGA penalties (\$12,500) being paid to Settlement Class Members who do not opt-out of the
9 Settlement; (c) the Court-approved Service Award not to exceed \$7,5000 to the Plaintiff; (d) the
10 Court-approved Attorneys' Fees and Costs to Class Counsel in the amount of 35% of the
11 Settlement Fund, or \$350,000, for Class Counsel's attorneys' fees, and an amount not to exceed
12 \$30,000 for Class Counsel's actual litigation costs and expenses; and (e) the Administration
13 Costs to the Settlement Administrator in an amount not to exceed \$10,000 for administering the
14 Settlement.

15 **4. How will each Settlement Class Member's share of the Settlement be**
16 **calculated?**

17 After deduction from the Settlement Fund for the PAGA penalties paid to the LWDA, the
18 Court-approved Service Award to the Plaintiff, Attorneys' Fees and Costs to Class Counsel, and
19 Administration Costs to the Settlement Administrator, each Settlement Class Member who does
20 not timely submit a request to opt-out of the Settlement will receive their share of the Settlement
21 ("Individual Settlement Award") from the remaining amount (the "Net Settlement Proceeds").
22 The amount of the Individual Settlement Award to each Settlement Class Member who does not
23 submit a timely Opt-Out Request (i.e., "Participating Settlement Class Members") will be
24 determined based on the following formula: *(Workweeks worked by a Settlement Class Member*
25 *during the Class Period x Workweek Value).*

26 The formula allows for payment of a percentage of the Net Settlement Proceeds recovery
27 to each Settlement Class Member based upon the number of weeks worked during the Class
28 Period. The Net Settlement Proceeds will be divided by the Workweeks worked by all

1 Settlement Class Members to produce the dollar value per shift (“Workweek Value”).

2 For income and payroll tax purposes, 25% of each Individual Settlement Award will be
3 attributed to unpaid wages (which shall be subject to required withholdings and deductions and
4 reported as wage income as required by law), 37.5% of each Individual Settlement Award will
5 be attributed to penalties, and 37.5% of each Individual Settlement Award will be attributed to
6 interest (which will be subject to tax but shall not be subject to required withholdings and
7 deductions and shall be reported as non-wage income as required by law). Inland will pay,
8 separately from and in addition to the Settlement Fund, the amount calculated by the Settlement
9 Administrator that is equal to the share of employer payroll taxes resulting from each Individual
10 Settlement Award that is subject to withholding.

11 None of the Parties or attorneys makes any representations concerning the tax
12 consequences of this Settlement or your participation in it. Settlement Class Members should
13 consult with their own tax advisors concerning the tax consequences of the Settlement.
14 Settlement Class Members are solely responsible for determining the tax consequences of
15 payments made pursuant to the Settlement and for paying taxes, if any, which are determined to
16 be owed by each of them on such payments (including penalties and interest related thereto) by
17 any taxing authority, whether federal, state or local. Class Counsel is unable to offer advice
18 concerning any tax consequences of payments to any Settlement Class Member.

19 Class Counsel Attorneys’ Fees and Costs, Plaintiff Service Payment, and Administrative
20 Costs. Plaintiffs will seek an award of attorneys’ fees up to 35% (\$350,000.00) of the \$1,000,000
21 total Settlement Fund and the reimbursement of costs not to exceed \$30,000. In addition, Class
22 Counsel will ask the Court to authorize a Service Payment of up to \$7,500 for the Plaintiff in
23 addition to the Individual Settlement Award she is entitled to recover as a Settlement Class
24 Member. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.

25 **5. How many Workweeks did I work per Inland records, during the Class**
26 **Period?**

27 Inland records indicate you worked the following number of Workweeks as an hourly-
28 paid or nonexempt employee from October 19, 2019, to and including November 11,

1 2021: [REDACTED]

2 **B. YOUR RIGHTS AND OPTIONS**

3 If you are a Settlement Class Member, you have three options under this Settlement, each
4 of which is discussed below. You may: (A) do nothing and remain in the Settlement Class and
5 receive your share of the Settlement (i.e., your Individual Settlement Award); (B) challenge the
6 number of Workweeks indicated above while remaining in the Settlement Class so that you can
7 receive your share of the Settlement; or (C) exclude yourself from the Settlement Class and from
8 the Settlement by submitting a timely and valid Opt-Out Request. If you choose Option A or B,
9 you may also object to the Settlement as explained below. Settlement Class Members who opt-
10 out of the Settlement may not submit objections to the Settlement.

11 If you remain in the Settlement Class, you will be represented at no cost by Class
12 Counsel. Class Counsel, however, will not represent you for purposes of making objections to
13 the Settlement. If you do not timely exclude yourself from the Settlement (Option C), you will be
14 subject to any Judgment that will be entered in this Action, including the release of the Released
15 Claims as described below, whether or not you cash your share of the Settlement.

16 **6. What do I do if I wish to participate in the Settlement and agree with the**
17 **number of Workweeks indicated in section 5?**

18 If you do not dispute the number of Workweeks attributed to you in section 5 of this
19 Notice, and you wish to participate in the Settlement, you need not take any further action. If
20 you wish to remain in the Settlement Class and be eligible to receive a payment under the
21 Settlement, you do not need to take any action. If this Settlement receives the Court's final
22 approval, a check will be sent to you at the address this Notice was mailed to.

23 **7. What do I do if I do NOT agree with the number of Workweeks indicated in**
24 **Section 5 but wish to participate in the Settlement?**

25 If you do NOT agree with the number of Workweeks indicated in section 5 of this Notice
26 but you wish to participate in the Settlement, you must take the following action: Complete and
27 send a letter titled "Notice of Dispute to the Settlement Administrator" explaining that you
28 dispute the totals, together with any supporting written documentation. Such documentation may

1 consist of official records, pay stubs, weekly schedules, or personal logs. To be considered, the
2 Notice of Dispute and supporting written documentation must be received by the Settlement
3 Administrator no later than [REDACTED]. Class Counsel and Defense Counsel will make a final and
4 binding determination regarding any disputes as to Workweeks. The Settlement Administrator
5 shall inform each Settlement Class Member of the final determination by a telephone call and if
6 not available by email or regular U.S. Mail if not email is available for that Settlement Class
7 Member; any telephone call or message will be followed by an email or regular U.S. Mail if no
8 email address for that Settlement Class Member is available. If this Settlement receives the
9 Court's final approval, a check will be sent to you at the address this Notice was mailed to.

10 *Ciomara Ayala Dolores v. Inland Marine Industries, Inc*
11 Settlement Administrator
12 [REDACTED]
13 **INSERT NAME/ADDRESS/TELEPHONE NUMBER**

14 **8. What do I do if I do NOT want to be bound by the Settlement?**

15 If you do not want to be part of the Settlement, you must submit a signed written request
16 to be excluded from the Settlement ("Opt-Out Request") to the Settlement Administrator, at the
17 address listed above. In order to be valid, your Opt-Out Request must be postmarked on or
18 before [REDACTED]. If you do not timely submit an executed Opt-Out Request (as evidenced by the
19 postmark), your Opt-Out Request will be rejected, you will be deemed a member of the
20 Settlement Class, and you will be bound by the release of Claims Released as described in "What
21 claims are being released by the proposed Settlement?" in section 10, below, and all other
22 Settlement terms. If the Opt-Out Request is sent from within the United States, it must be sent
23 through the United States Postal Service by First-Class Mail, or the equivalent. If you timely
24 submit an executed Opt-Out Request, you will have no further role in the Action, and for all
25 purposes, you will be regarded as if you never were either a Party to this Action or a Settlement
26 Class Member, and thus you will not be entitled to any benefit as a result of this Action and will
27 not be entitled to or permitted to assert an objection to the Settlement.

1 **9. Can I object to the Settlement?**

2 If you believe the proposed Settlement is unfair or inadequate in any respect, you can ask
3 the Court to deny approval by filing an objection. You cannot ask the Court to order a larger
4 settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no
5 Individual Settlement Awards will be sent out and the lawsuit will continue. You cannot object
6 to the Settlement if you request exclusion from the Settlement, as provided under Option C
7 above.

8 You may object to the proposed Settlement in writing. You may also appear at the Final Fairness
9 Hearing, either in person or through your own attorney, to present your objection orally. If you
10 appear through your own attorney, you are responsible for paying that attorney. All written
11 objections and supporting papers must (a) clearly identify the case name and number: Plaintiff
12 Ciomara Ayala Dolores, individually, and on behalf of other members of the general public
13 similarly situated, and Defendant Inland Marine Industries, Inc, Case No. RG19039075 (b) be
14 submitted to the Court either by mailing them to the Rene C. Davidson Courthouse, Alameda
15 County Superior Court, 1225 Fallon Street, Department 16, Oakland, CA 94612, or by filing
16 them in person at any location of the Alameda County Superior Court for the State of California;
17 and (c) be filed or postmarked on or before [REDACTED].

18 Your objection must clearly state 1) the reasons why you believe the Court should find
19 that the proposed Settlement is not in the best interest of the Settlement Class; and 2) the reasons
20 and factual basis for why the Settlement should not be approved.

21 Any Settlement Class Member who does not object in the manner described above shall
22 be deemed to have waived any objections and shall be foreclosed from objecting to the fairness
23 or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service
24 payments to the Plaintiff, the claims process, and any and all other aspects of the Settlement.
25 Likewise, even if you file an objection, you will be bound by the terms of the Settlement,
26 including applicable releases as set forth below, unless the Settlement is not finally approved by
27 the Court.

1 **10. What claims are being released by the proposed Settlement?**

2 Upon final approval, Plaintiff and each Settlement Class Member shall be deemed to
3 have fully, finally, and forever released and discharged Inland and all Released Parties from all
4 Claims Released.

5 Under the terms of the Settlement Agreement, these Claims Released include any and all
6 claims, rights, demands, obligations, controversies, debts, disputes, damages, losses, actions,
7 causes of action, sums of money due, judgments, suits, amounts, matters, issues, liabilities, and
8 charges of any kind or nature whatsoever (including, but not limited to, any claims for interest,
9 attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities
10 whatsoever), and claims for relief of every nature and description whatsoever, whether in law or
11 equity, including both known claims and, Unknown Claims (as defined below), suspected or
12 unsuspected, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or
13 unmatured, foreseen or unforeseen, whether in contract, violation of any local, state or federal
14 statute, rule or regulation, arising out of, concerning, in connection with any, or in any manner
15 related to any act, omission, allegations, transactions, facts, matters, occurrences,
16 representations, statements, or omissions alleged, involved, set forth, or referred to in the Action
17 or which could have been asserted in the Action or any other forum of any kind based on any
18 act, omission, allegations, transactions, facts, matters, occurrences, representations, statements,
19 or omissions alleged, involved, set forth, or referred to in the Action (including as alleged in the
20 Complaint or First Amended Complaint) and during the Class Period, including, without
21 limitation, all claims relating to the failure to pay overtime and minimum wages, provide meal
22 and rest periods, inaccurate wage statements, penalties relating to the failure to provide rest
23 periods and/or inaccurate wage statements, including PAGA penalties, or any other alleged wage
24 and hour violations and related record-keeping requirements, including, without limitation, under
25 Labor Code Section 203, Business & Professions Code section 17200, the applicable California
26 Industrial Welfare Commission Order, or any other local government, California or federal laws
27 relating to the failure to pay wages and penalties or provide rest and meal periods based on or
28 relating to the facts alleged in the Complaint and/or Amended Complaint.

1 "Unknown Claims" means any and all Claims Released that any Plaintiff or current or
2 former employee who is part of the putative class does not know or suspect to exist in his or her
3 favor at the time of the release of such claims, including claims which, if known by him or her,
4 might have affected his or her decision to settle or the terms of his or her settlement with and
5 releases provided to Defendant, or might have affected his or her decision not to object to this
6 Settlement. With respect to any and all Claims Released, the Parties stipulate and agree that,
7 upon the Effective Date, they shall expressly waive, and, with respect to claims asserted or that
8 could have been asserted in the Action, all other Class Members by operation of the Judgment
9 shall be deemed to have expressly waived the provisions, rights, and benefits of California Civil
10 Code § 1542, or any other law of the United States or any state or territory of the United States,
11 or principle of common law that is similar, comparable, or equivalent to Section 1542.

12 **11. What is the next step in the approval of the Settlement?**

13 The Court will hold a Final Fairness Hearing on the fairness and adequacy of the
14 proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and
15 costs, the Settlement administration costs, and the service payment to the Plaintiff on
16 [REDACTED], at 2:00 p.m. in Rene C. Davidson Courthouse, Alameda County Superior Court,
17 1225 Fallon Street, Department 16, Oakland, CA 94612. The Final Fairness Hearing may be
18 continued without further notice to Settlement Class Members. You are advised to check the
19 Settlement website, <https://publicrecords.alameda.courts.ca.gov>, or the Court's Public Access to
20 Court Electronic Records, to confirm that the date has not been changed. You are not required to
21 attend the Final Fairness Hearing to receive a share of the Settlement.

22 **C. THE ATTORNEYS REPRESENTING THE PARTIES**

23 **DANIEL A. CROLEY (SBN: 154386)**
24 **KATHERINE O'NEAL (SBN: 124657)**
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Attorneys for Plaintiff

1 Unless you elect to retain your own personal lawyer, by remaining in the Settlement
2 Class you will not subject yourself to any direct obligations to pay the costs of the litigation.

3 **12. If I am a Settlement Class Member, can I get my own attorney?**

4 You do not need to hire your own lawyer because Class Counsel is working on your
5 behalf. However, you have the right to retain your own personal counsel at your own expense.
6 If you retain separate counsel, your counsel must enter an appearance on your behalf by filing a
7 Notice of Appearance with the Court and mailing it to Class Counsel at the addresses set forth
8 above.

9 **D. GETTING MORE INFORMATION**

10 **13. Where can I get more information?**

11 This Notice only summarizes the Action, the basic terms of the Settlement, and other
12 related matters. For the precise terms and conditions of the Settlement, please see the Settlement
13 Agreement available at [REDACTED] contact Class Counsel at the addresses and/or telephone
14 numbers listed above, access the Court docket in this case
15 <https://publicrecords.alameda.courts.ca.gov>, or visit the office of the Clerk of the Rene C.
16 Davidson Courthouse, Alameda County Superior Court, 1225 Fallon Street, Oakland, CA 94612,
17 business hours 8:30 a.m. to 2:00 p.m., and phone hours 10:00 a.m. to 2:00 p.m., Monday through
18 Friday, excluding Court holidays.

19 The Joint Stipulation of Settlement and the Plaintiff's Motion for the Award of
20 Attorneys' Fees and Costs will be available for review by [REDACTED], at [REDACTED]

21 Any questions regarding this Notice should be directed to the Settlement
22 Administrator or to Class Counsel at the above addresses and/or telephone numbers.

23 **14. What if my address has changed?**

24 Your payment will be sent to the address on your claim form. Therefore, if your address
25 changes or is different from the one this Notice was sent to, you must correct it by notifying the
26 Settlement Administrator in writing by U.S. First-Class Mail.

27 **PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.**