

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

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

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

Pursuant to the Order of Superior Court of the State of California, for the County of Alameda (the “Court”), entered on April 14, 2022, you are hereby notified as follows:

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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.
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.
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: «Total_Weeks».
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.
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.

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, 2015, 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 defenses. The Settlement is a compromise and is not an admission of liability on the part of Defendant.

3. What are the Settlement Terms?

Subject to final Court approval, Defendant will pay \$1,026,758.07 (the “Settlement Fund”) for (a) the claims by Participating Settlement Class Members; (b) PAGA penalties of \$50,000 with seventy-five percent (75%) of the PAGA penalties (\$37,500) being paid to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of the PAGA penalties (\$12,500) being paid to Settlement Class Members who do not opt-out of the Settlement; (c) the Court-approved Service Award not to exceed \$7,5000 to the Plaintiff; (d) the Court-approved Attorneys’ Fees and Costs to Class Counsel in the amount of \$300,000.00 for Class Counsel’s attorneys’ fees, and an amount not to exceed \$30,000 for Class Counsel’s actual litigation costs and expenses; and (e) the Administration Costs to the Settlement Administrator in an amount not to exceed \$10,000 for administering the Settlement.

4. How will each Settlement Class Member’s share of the Settlement be calculated?

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

The formula allows for payment of a percentage of the Net Settlement Proceeds recovery to each Settlement Class Member based upon the number of weeks worked during the Class Period. The Net Settlement Proceeds will be divided by the Workweeks worked by all Settlement Class Members to produce the dollar value per shift (“Workweek Value”).

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

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

Class Counsel Attorneys' Fees and Costs, Plaintiff Service Payment, and Administrative Costs. Plaintiffs will seek an award of attorneys' fees up \$300,000.00 of the \$1,026,758.07 total Settlement Fund and the reimbursement of costs not to exceed \$30,000. In addition, Class Counsel will ask the Court to authorize a Service Payment of up to \$7,500 for the Plaintiff in addition to the Individual Settlement Award she is entitled to recover as a Settlement Class Member. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.

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

Inland records indicate you worked the following number of Workweeks as an hourly-paid or nonexempt employee from October 19, 2015, to and including November 11, 2021: «Total_Weeks»

B. YOUR RIGHTS AND OPTIONS

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

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

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

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

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

If you do NOT agree with the number of Workweeks indicated in section 5 of this Notice but you wish to participate in the Settlement, you must take the following action: Complete and send a letter titled “Notice of Dispute to the Settlement Administrator” explaining that you dispute the totals, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules, or personal logs. To be considered, the Notice of Dispute and supporting written documentation must be received by the Settlement Administrator no later than June 18, 2022. Class Counsel and Defense Counsel will make a final and binding determination regarding any disputes as to Workweeks. The Settlement Administrator shall inform each Settlement Class Member of the final determination by a telephone call and if not available by email of regular U.S. Mail if not email is available for that Settlement Class Member; any telephone call or message will be followed by an email or regular U.S. Mail if no email address for that Settlement Class Member is available. If this Settlement receives the Court’s final approval, a check will be sent to you at the address this Notice was mailed to.

Ciomara Ayala Dolores v. Inland Marine Industries, Inc
Settlement Administrator
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

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

If you do not want to be part of the Settlement, you must submit a signed written request to be excluded from the Settlement (“Opt-Out Request”) to the Settlement Administrator, at the address listed above. In order to be valid, your Opt-Out Request must be postmarked on or before July 5, 2022. If you do not timely submit an executed Opt-Out Request (as evidenced by the postmark), your Opt-Out Request will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Claims Released as described in “What claims are being released by the proposed Settlement?” in section 10, below, and all other Settlement terms. If the Opt-Out Request is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. If you timely submit an executed Opt-Out Request, you will have no further role in the Action, and for all purposes, you will be regarded as if you never were either a Party to this Action or a Settlement Class Member, and thus you will not be entitled to any benefit as a result of this Action and will not be entitled to or permitted to assert an objection to the Settlement.

9. Can I object to the Settlement?

If you believe the proposed Settlement is unfair or inadequate in any respect, 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. If the Court denies approval, no Individual Settlement Awards will be sent out and the lawsuit will continue. You cannot object to the Settlement if you request exclusion from the Settlement, as provided under Option C above.

You may object to the proposed Settlement in writing. You may also appear at the Final Fairness Hearing, either in person or through your own attorney, to present your objection orally. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number: Plaintiff Ciomara Ayala Dolores, individually, and on behalf of other members of the general public similarly situated, and Defendant Inland Marine Industries, Inc, Case No. RG19039075 (b) be submitted to the Court either by mailing them to the Rene C. Davidson Courthouse, Alameda County Superior Court, 1225 Fallon Street, Department 16, Oakland, CA 94612, or by filing them in person at any location of the Alameda County Superior Court for the State of California; and (c) be filed or postmarked on or before July 5, 2022.

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

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

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

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

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

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

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

The Court will hold a Final Fairness Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Settlement administration costs, and the service payment to the Plaintiff on September 29, 2022 at 3:30 p.m. in Rene C. Davidson Courthouse, Alameda County Superior Court, 1225 Fallon Street, Department 16, Oakland, CA 94612. The Final Fairness Hearing may be continued without further notice to Settlement Class Members. You are advised to check the Settlement website, <https://publicrecords.alameda.courts.ca.gov>, or the Court's Public Access to Court Electronic Records, to confirm that the date has not been changed. You are not required to attend the Final Fairness Hearing to receive a share of the Settlement.

C. THE ATTORNEYS REPRESENTING THE PARTIES

DANIEL A. CROLEY (SBN: 154386)
KATHERINE O'NEAL (SBN: 124657)
FUTTERMAN DUPREE DODD
CROLEY MAIER LLP
601 Montgomery St., Suite 333
San Francisco, CA 94111
Telephone: (415) 399-3840
Facsimile: (415) 399-3838
Email: dcroley@fddcm.com
Email: koneal@fddcm.com
Attorneys for Defendant

EDWIN AIWAZIAN (SBN: 232943)
ARBY AIWAZIAN (SBN: 269827)
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021
Email: edwin@calljustice.com
Email: arby@calljustice.com
Attorneys for Plaintiff

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

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

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

D. GETTING MORE INFORMATION

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

This Notice only summarizes the Action, the basic terms of the Settlement, and other related matters. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at <http://www.phoenixclassaction.com/dolores-v-inland-marine/>, contact Class Counsel at the addresses and/or telephone numbers listed above, access the Court docket in this case <https://publicrecords.alameda.courts.ca.gov>, or visit the office of the Clerk of the Rene C. Davidson Courthouse, Alameda County Superior Court, 1225 Fallon Street, Oakland, CA 94612, 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 Friday, excluding Court holidays.

The Joint Stipulation of Settlement and the Plaintiff's Motion for the Award of Attorneys' Fees and Costs will be available for review by September 29, 2022, at 3:30 p.m.

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

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

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

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