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22 ANDREW CARO

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **FOR THE COUNTY OF SAN DIEGO**

25 ANDREW CARO, as an individual and on
26 behalf of all others similarly situated,

27 Plaintiff,

28 vs.

INDUSTRIAL COMMERCIAL SYSTEMS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 37-2018-00051052-CU-OE-CTL

*[Assigned for All Purposes to Hon. Randa
Trapp, Dept. C-70]*

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

Date: September 25, 2020

Time: 11:00 a.m.

Dept.: C-70

Action Filed: October 9, 2018

Trial Date: December 4, 2020

1 The Motion of Plaintiff Andrew Caro (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement was set for hearing before this Court on September 25, 2020 at 11:00 a.m. On September
3 24, 2020, the Court posted its tentative ruling on Plaintiff’s Motion on the internet granting the Motion
4 subject to certain changes to the proposed Order and Proposed Notice. The Court, having considered
5 the proposed Stipulation of Settlement (the “Settlement”), attached as Exhibit 1 to the Declaration of
6 Scott M. Lidman filed concurrently with the Motion; having considered Plaintiff’s Motion for
7 Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities in support
8 thereof, and supporting declarations filed therewith and the Notice Packet attached hereto as **Exhibit**
9 **A** ; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

17 All current and former non-exempt employees who worked for Defendant
18 Industrial Commercial Systems in California from October 9, 2014 through
19 September 25, 2020.

20 2. For purposes of the Settlement, the Court designates Plaintiff Andrew Caro as Class
21 Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and
22 Paul Haines of Haines Law Group, APC as Class Counsel.

23 4. The Court designates Phoenix Settlement Administrators as the third-party Settlement
24 Administrator for mailing notices.

25 5. The Court approves, as to form and content, the proposed Notice Packet (which is
26 comprised of the Notice of Pendency of Class Action and Settlement and Notice of Settlement Award),
27 which is attached hereto as **Exhibit A**.

28 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of
the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,

1 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
2 notice to all members of the Settlement Class. The form and method of giving notice complies fully
3 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
4 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
5 other applicable law.

6 7. The Court further approves the procedures for Settlement Class Members to opt out of or
7 object to the Settlement, as set forth in the Class Notice.

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

12 9. The Court directs the Settlement Administrator to mail the Notice Packet to the members
13 of the Settlement Class in accordance with the terms of the Settlement.

14 10. The Class Notice shall provide at least 60 calendar days' notice for members of the
15 Settlement Class to opt out of, or object to, the Settlement.

16 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
17 approved as fair, reasonable, and adequate is scheduled in Department C-70 of the above entitled Court,
18 located at 330 West Broadway, San Diego, CA 92101 on February 5, 2021 at 11:00 a.m.

19 12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should
20 be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment
21 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for
22 reasonable attorneys' fees, reimbursement of litigation expenses, enhancement payment to Plaintiff, and
23 payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor
24 Code Private Attorneys General Act ("PAGA") should be granted.

25 13. Counsel for the parties shall file memoranda, declarations, or other statements and
26 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
27 expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for
28 PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil

1 Procedure and the California Rules of Court.

2
3 14. An implementation schedule is below:

| 4 Event | 5 Date | 6 Actual Date¹ |
|--|---|-----------------------------------|
| 7 Defendant to provide Class Data to Settlement Administrator | 8 10 business days after issuance of the preliminary approval order | 9 October 9, 2020 |
| 10 Settlement Administrator to mail Notice Packets to Class Members | 11 10 business days after receiving Class Information from Defendant | 12 October 26, 2020 |
| 13 Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement | 14 60 calendar days after mailing of the Notice by the Settlement Administrator | 15 December 26, 2020 |
| 16 Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement: | 17 16 Court days prior to Final Fairness Hearing | 18 |
| 19 Final Fairness Hearing: | 20 | 21 February 5, 2021 at 11:00 a.m. |

22
23 15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

24
25 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

26
27 **IT IS SO ORDERED.**

28 Dated: _____, 2020

Honorable Randa Trapp
Judge of the Superior Court

¹ These dates are based on the Court granting preliminary approval at the September 25, 2020 hearing.

EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ANDREW CARO,

Plaintiff,

vs.

INDUSTRIAL COMMERCIAL SYSTEMS, INC., a
California corporation; and Does 1 through 100,

Defendants.

Case No. 37-2018-00051052-CU-OE-CTL

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

To: All current and former hourly, non-exempt employees employed by Defendant Industrial Commercial Systems, Inc. (“ICS” or “Defendant”) in California at any time from October 9, 2014 to September 25, 2020. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Andrew Caro v. Industrial Commercial Systems, Inc.*, Case No. 37-2018-00051052-CU-OE-CTL (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. ICS’s records show that you were employed at ICS as a non-exempt employee in California between October 9, 2014 through September 25, 2020 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain 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 Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Andrew Caro (“Plaintiff”) brought this Lawsuit against ICS, asserting claims on behalf of “Settlement Class members”, who are current and former hourly, non-exempt employees who worked for ICS in California at any time on or after October 9, 2014. Plaintiff Andrew Caro is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that ICS failed to pay Settlement Class members all minimum wages and overtime wages, and failed to provide all required meal and rest periods. The Lawsuit also alleges that ICS failed to provide Settlement Class members with itemized wage statements in compliance with California law and failed to timely pay all wages owed to Settlement Class members upon their separation of employment from ICS. As a result of the foregoing alleged violations, Plaintiff also alleges that ICS engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorney General Act.

ICS denies that it has done anything wrong. ICS further denies that it owes Settlement Class members any

wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of ICS, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the parties concluded that it is in their best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After ICS provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations.

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

If you are still employed by ICS, your decision about whether to participate in the Settlement will not affect your employment. California law and ICS’s policies strictly prohibit unlawful retaliation. ICS will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

| | |
|--|---|
| <p>Attorneys for the Plaintiff / Settlement Class Members:</p> <p>LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com</p> <p>HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com</p> | <p>Attorneys for Defendant Industrial Commercial Systems, Inc.:</p> <p>SCHWARTZ SEMERDJIAN CAULEY & EVANS, LLP Kevin T. Cauley kevin@sscelaw.com Sarah Brite Evans sarah@sscelaw.com Alison K. Adelman alison@sscelaw.com 101 West Broadway, Suite 810 San Diego, CA 92101 www.schwartzsemerdjian.com</p> |
|--|---|

What are the terms of the Settlement?

On September 25, 2020, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for ICS in California from October 9, 2014 through September 25, 2020. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against ICS as described below.

ICS has agreed to pay \$450,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, the Class Representative’s Service Award and monies to be paid to the LWDA. ICS’s share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by ICS separately from, and in addition to, the Gross Settlement Amount.

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

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$9,500.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$150,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$40,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$10,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$238,000.00, to be shared among approximately 400 Settlement Class members. The NSA will be divided as follows:

- (i) Eighty Percent (80%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members, shall be allocated to Settlement Class members who worked during the Class Period, as follows: each Participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Participating Settlement Class members who worked during the Class Period.
- (ii) Ten Percent (10%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members, shall be designated as the “Wage Statement Amount.” Each Participating Settlement Class member who was employed by ICS at any time from October 9, 2017 through September 25, 2020, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks worked during the period

October 9, 2017 through September 25, 2020, the numerator of which is the Settlement Class member's gross number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Participating Settlement Class members during this time period.

- (iii) Ten Percent (10%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members, shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal shares to each Participating Settlement Class member who was separated from employment with ICS at any time from October 9, 2015 through September 25, 2020.
- (iv) Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each Participating Settlement Class member who was employed by ICS at any time from October 9, 2017 through September 25, 2020, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the period of October 9, 2017 through September 25, 2020, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Participating Settlement Class members' number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Participating Settlement Class members during this time period

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

Payment by ICS of Gross Settlement Amount. The Gross Settlement Amount shall be paid by ICS to the Settlement Administrator as follows: (a) one-half (\$225,000) of the Gross Settlement Amount within twenty (20) calendar days after the "Effective Date", and (b) one-half (\$225,000 plus any employer-side taxes owed by Defendant) within six (6) months after the "Effective Date." The "Effective Date" is defined as the latter of: a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following ICS's deposit of the final installment of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, ICS and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely release ICS, and all of its past and present owners (including but not limited to Robin Sides, Matt Harbin, Taylor Cronin, and Brian Fox), officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, insurers, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the "Released Parties"), from all claims, charges, complaints, obligations, promises, agreements, suits, rights, costs, losses, liens, penalties,

finances, wages, liquidated damages, restitutionary amounts, interest, punitive damages, controversies, liabilities, debts, liabilities, demands, obligations, money owed, interest, guarantees, costs, expenses (including, without limitation, back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred), attorneys' fees and costs, damages, actions or causes of action of any nature for, known or unknown, suspected or unsuspected, which were alleged in the operative Complaint in the Action or which could have been alleged based on the facts in the operative Complaint in the Action that arose during the Class Period, both on behalf of the named class representative and on behalf of the entire class, including claims for: failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); meal period violations (Labor Code §§ 204, 210, 226.7, 512, 558); rest period violations (Labor Code §§ 226.7, 516, 558); wage statement violations (Labor Code § 226, *et seq.*); waiting time penalties (Labor Code §§ 201-203); all claims for unfair competition (Business and Professions Code § 17200, *et seq.*) that could have been premised on the facts, claims, causes of action or legal theories described above; and civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") (Labor Code § 2698, *et seq.*) that could have been premised on the facts, claims, causes of action or legal theories described above.

The time period of the Release shall be the same time as the Class Period. The release is null and void if Defendant fails to fully fund the Settlement.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, whether you have worked between October 9, 2014 and September 25, 2020. The information contained in ICS's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than December 26, 2020. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than December 26, 2020, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CARO V. INDUSTRIAL COMMERCIAL SYSTEMS, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections must be in writing and must be postmarked on or before December 26, 2020.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for February 5, 2021 at 11:00 a.m. in Department C-70 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before December 26, 2020. All objections or other correspondence must state the name and number of the case, which *Andrew Caro v. Industrial Commercial Systems, Inc.*, San Diego Superior Court Case No. 37-2018-00051052-CU-OE-CTL.

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on February 5, 2021 at 11:00 a.m., in Department C-70 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

The Court's final judgment will be posted on the Settlement Administrator's website (<http://.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, INDUSTRIAL COMMERCIAL SYSTEMS, INC., OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is December 26, 2020. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON **SEPTEMBER 25, 2020.**

NOTICE OF SETTLEMENT AWARD

ANDREW CARO V. INDUSTRIAL COMMERCIAL SYSTEMS, INC.

SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2018-00051052-CU-OE-CTL

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Industrial Commercial Systems, Inc.’s records (“ICS”):

- (a) You were employed by ICS and worked a total of [redacted] workweeks during the time period October 9, 2014 through September 25, 2020.
- (b) You were employed by ICS and worked a total of [redacted] workweeks during the time period October 9, 2017 through September 25, 2020.
- (c) You [were/were not] separated from employment with ICS during the time period October 9, 2015 through September 25, 2020.

Based on the above, your Individual Settlement Award is estimated to be \$ [redacted].

(IV) If you disagree with items (a) – (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from ICS’s records, ICS’s records will control unless you are able to provide documentation that establishes that ICS’s records are mistaken. If there is a dispute about whether ICS’s information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the “Notice of Pendency of Class Action and Proposed Settlement” that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN DECEMBER 26, 2020.

PROOF OF SERVICE

1
2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El
7 Segundo, California 90245.

8 On September 28, 2020, I served the foregoing document(s) described as: **[AMENDED
9 PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
10 SETTLEMENT** on the interested party(ies) in this action as follows:

11 **SCHWARTZ SEMERDJIAN CAULEY & EVANS LLP**

12 Kevin T. Cauley
13 kevin@sscmlegal.com
14 Sarah Brite Evans
15 sarah@sscmlegal.com
16 101 W. Broadway, Suite 810
17 San Diego, California 92101
18 Tel.: (619) 236-8821
19 Fax: (619) 236-8827

20 Attorneys for Defendant
21 INDUSTRIAL COMMERCIAL
22 SYSTEMS, INC.

23 [] (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and
24 processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or
25 package addressed to the persons at the address(es) listed above. Under the practice the
26 correspondence would be deposited with the U.S. postal service on the same day with postage
27 thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware
28 that on motion of the party served, service is presumed invalid if postage cancellation date or
postage date is more than one day after date of deposit for mailing in affidavit.

[X] (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s)
described above to be electronically served via One Legal on counsel of record at the e-mail
addresses denoted on the case's Electronic Service List.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on September 28, 2020, at El Segundo, California



Dana Joudi