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SACRAMENTO COURTS
DEPT. #54

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9

10 Attorneys for Plaintiff Sean Otis, individually
and on behalf of all others similarly situated
and as a representative of aggrieved employees
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SACRAMENTO**

14 SEAN OTIS, individually and on behalf of all
others similarly situated,

15 Plaintiff,

16 vs.

17 RAY STONE INCORPORATED, a California
Corporation, et al.,

18 Defendants.
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Case No.: 34-2019-00269952

~~CEX~~
[PROPOSED] ORDER:

- (1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;
- (2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;
- (3) APPROVING THE NOTICE OF SETTLEMENT; AND
- (4) SETTING A HEARING ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: October 27, 2020

Time: 9:00 a.m.

Dept.: 54

Reservation ID: 2530731

Case filed: November 26, 2019

25 The Court, having considered the Motion for Preliminary Approval of Class Action
26 Settlement of Plaintiff Sean Otis ("Plaintiff"), the Declaration of Aaron Gundzik, the
27 Declaration of the settlement administrator, the Stipulation of Class Action Settlement
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1 (“Stipulation” or “Settlement Agreement”) executed by Plaintiff and Defendant Ray Stone
2 Incorporated (“Defendant” or “Ray Stone”), as well as the Notice of Proposed Class Action
3 Settlement (“Notice of Settlement”) attached as Exhibit “A” to Exhibit “2” to the
4 Declaration of Aaron Gundzik, makes the following findings:

5 1. The parties to this action are Plaintiff Sean Otis (“Plaintiff”) and Defendant
6 Ray Stone Incorporated (“Defendant” or “Ray Stone”). Plaintiff seek to represent a Class of
7 all individuals who worked for Defendant in California as non-exempt employees during the
8 applicable Class Period (November 26, 2015 through the earlier of the date that the
9 Settlement is preliminarily approved by the Court and November 1, 2020) and includes
10 those individuals whose work originated in and was performed in a temporary position
11 under the auspices of a staffing company, and a Sub-Class of all non-exempt employees who
12 worked for Defendant in California as porters or porter-housekeepers and worked graveyard
13 or swing shifts for Defendant at any time between November 26, 2015 and October 6, 2018,
14 and includes those individuals whose work originated in and was performed in a temporary
15 position under the auspices of a staffing company.

16 2. After participating in an arms-length mediation, Plaintiff and Defendant have
17 agreed to a proposed settlement of this action on behalf of the class that Plaintiffs seek to
18 represent. The terms of the proposed settlement are fully set forth in the Settlement
19 Agreement (included as Exhibit 2 to the Declaration of Aaron Gundzik in support of
20 Plaintiffs’ motion for preliminary approval).

21 3. The terms of the proposed settlement include the following:

22 a. The proposed Class consists of all individuals who worked for
23 Defendant in California as non-exempt employees during the applicable Class Period
24 (November 26, 2015 through the earlier of (a) the date that the Settlement is preliminarily
25 approved by the court; and (b) November 1, 2020), including those individuals whose work
26 originated in and was performed in a temporary position under the auspices of a staffing
27 company.

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1 b. The proposed Sub-Class consists of all non-exempt employees who
2 worked for Defendant in California as porters or porter-housekeepers and worked graveyard
3 or swing shifts for Defendant at any time between November 26, 2015 and October 6, 2018,
4 and including those individuals whose work originated in and was performed in a temporary
5 position under the auspices of a staffing company.

6 c. “Class Period” means the period beginning November 26, 2015 and
7 ending on the earlier of the date that the Settlement is preliminarily approved by the Court or
8 November 1, 2020.

9 d. In settlement, Defendant will pay the gross amount of \$500,000, plus
10 the employer’s share of withholding taxes. From the gross settlement amount, the parties
11 propose to deduct fees for settlement administration costs (\$8,000), payment to the Labor
12 and Workforce Development Agency (“LWDA”) of \$15,000 in settlement of claims under
13 the California Labor Code Private Attorneys General Act (“PAGA”), a service and release
14 payments in the amount of \$15,000 to Plaintiff, Class Counsel’s reasonable and actual costs
15 (currently estimated to be \$15,000), and Class counsel’s attorneys’ fees as approved by the
16 Court, but not to exceed \$175,000.

17 e. The amount remaining, after deductions approved by the Court, will
18 be distributed to individual Settlement Class Members and Sub-Class Members in accord
19 with the formula specified in the Settlement Agreement.

20 4. The Parties propose that notice of this proposed settlement be sent to all Class
21 members by regular mail and that Class members shall have forty-five (45) days to opt out
22 of or object to the settlement.

23 5. The proposed Class counsel are experienced and in their view, the proposed
24 settlement is fair and reasonable.

25 6. The proposed settlement is fair and reasonable to Class members.

26 7. The notice procedure set forth in the Settlement Agreement will adequately
27 notify the Class of the settlement and of their right to opt out or object.

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1 8. The Settlement Agreement and Notice include a proposed release which will
2 bind those Class members who do not opt out of the Class.

3 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

4 1. The motion is granted.

5 2. The class action settlement, as set forth in the Settlement Agreement, is
6 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

7 3. The proposed class is provisionally certified as an opt-out class action under
8 Section 382 of the Code of Civil Procedure, with the class defined as specified above and in
9 the Settlement Agreement.

10 4. Plaintiff Sean Otis is appointed as the class representative for the
11 provisionally-certified class and sub-class.

12 5. Aaron C. Gundzik, Rebecca G. Gundzik and Galen Shimoda are appointed as
13 Class counsel for the provisionally-certified class and sub-class.

14 6. Phoenix Settlement Administrators (also known as Phoenix Class
15 Administration Solutions) is approved as the Settlement Administrator.

16 7. The Notice of Settlement in substantially the form attached hereto as Exhibit
17 1 is approved and the Settlement Administrator is authorized to send the Notice of
18 Settlement to the provisionally-certified Class.

19 8. The Court preliminarily approves the application for payment to Class
20 Counsel of reasonable attorneys' fees of up to 35% of the Gross Settlement Amount, up to
21 \$175,000, Class counsel's reasonable costs and expenses, a payment to the California
22 Labor Workforce Development Agency in the amount of \$15,000, and the fees and costs of
23 settlement administration in the amount of \$8,000.

24 9. The Court preliminarily approves of the service and release award to the class
25 representative, Sean Otis, in the amount of \$15,000.

26 10. The Court directs the settlement administrator to mail the Notice of
27 Settlement to the Class members in a manner consistent with the Settlement Agreement.

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1 11. The Court preliminarily approves of the Class release in the Settlement
2 Agreement.

3 12. The Court directs that any and all objections to the Settlement be sent to the
4 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
5 the Notice of Settlement is mailed or re-mailed.

6 13. The Court directs that all requests for exclusion must be sent to the
7 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
8 the Notice of Settlement is mailed or re-mailed.

9 14. A Final Approval Hearing on the question of whether the proposed class
10 settlement should be finally approved as fair, reasonable, and adequate as to the members
11 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
12 Counsel's Costs, for approval of the service and release payments to the class
13 representatives, for approval of the fees of the settlement administrator and for approval of
14 the payment to the LWDA in settlement of all PAGA claims is set for February 24, 2021 at
15 9:00 a.m. in Department 54 of the above-entitled Court, located at 813 6th Street, 2nd
16 Floor, Sacramento, CA 95814.

17 15. The Court orders that the papers in support of the final approval of the
18 settlement and Plaintiff's award of attorneys' fees and costs shall be filed by 16 court days
19 before the hearing.

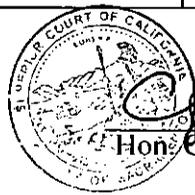
20 16. Based on the terms of the Settlement Agreement, the following sets forth the
21 proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within ten (10) days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten (10) days of receipt of class data from Defendant
Deadline to dispute workdays, opt out of or object to settlement	within forty-five (45) days of mailing or re-mailing of Notice of Settlement

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Event	Date
Deadline for settlement administrator to provide counsel with Declaration of Compliance and report regarding notice and exclusion process	5 days prior to deadline for filing motion for final approval
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	February 24, 2021

Dated: 11-2-2020



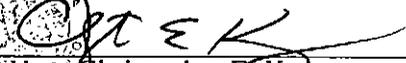

Hon. Christopher E. Krueger

Exhibit 1

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

If you have worked for Ray Stone Incorporated, you may be entitled to receive money from a class action settlement.

*The Sacramento County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees of Defendant Ray Stone Incorporated (“Defendant” or “Ray Stone”) who worked for Defendant in California from November 26, 2015 through **earlier of preliminary approval or November 1, 2020**. A hearing to determine whether the settlement should receive the Court’s final approval will be held on February 24, 2021 at 9:00 a.m. in Department 54 of the Sacramento County Superior Court, which is located at 813 6th Street, 2nd Floor, Sacramento, CA 95814.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in section 9, below) no later than 45 days from mailing otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Defendant and the Released Parties, as described in section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Defendant’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSONS ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are (1) all individuals who worked for Defendant in California as non-exempt employees during the applicable Class Period (November 26, 2015 through **the earlier of the following dates: (a) the date that this Settlement is preliminarily approved by the court; and (b) November 1, 2020**], including those individuals whose work originated in and was performed in a temporary position under the auspices of a staffing company, and (2) all non-exempt employees who worked for Defendant in California as porters or porter-housekeepers and worked graveyard or swing shifts for Defendant at any time between November 26, 2015 and October 6, 2018, including those individuals whose work originated in and was performed in a temporary position under the auspices of a staffing company.

3. DESCRIPTION OF THE ACTION

A former employee of Ray Stone Incorporated filed a class action against it in the Sacramento Superior Court. The case is called *Otis v Ray Stone Incorporated*, Case No. 34-2019-00269952 (the “Action”). The Action alleges that Plaintiff and other non-exempt employees of Defendant were not provided with compliant meal and rest breaks, were not paid for all of their overtime work at overtime rates of pay, were not provided compliant wage statements, and were not paid for their split shift pay. Based on these facts and others, Plaintiff’s Second Amended Complaint alleges causes of action for: (1) failure to provide meal and rest breaks; (2) failure to pay overtime; (3) unlawful failure to pay split shift pay; (4) failure to provide accurate wage statements; (5) violation of the Unfair Practices Act; (6) recovery of civil penalties under the California Labor Code Private Attorneys’ General Act (“PAGA”), California Labor Code sections 2698-2699.5; and (7) recovery of derivative penalties.

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing. Among other things, Defendant contends that all employees have been properly compensated and that Defendant complied with all applicable California labor laws.

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The Court has made no ruling on the merits of the alleged claims or the defenses asserted by Defendant. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for February 24, 2021 at 9:00 a.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiff and the Class ("Class Counsel") are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Galen Shimoda Shimoda Law Corp. 9401 E. Stockton Blvd., Suite 200 Elk Grove, CA 95624 Telephone: (916) 525-0716 Facsimile: (916) 760-3733
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Attorneys representing Defendant are:

Barbara A. Cotter Cook Brown LLP 2407 J Street, 2nd Floor Sacramento, Calif. 95816 (916) 442-3100	
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from Class Counsel (see contact information in Section 4 above) or review it on the following website: www._____.

Defendant has agreed to pay \$500,000 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, a service and release awards to the Plaintiff, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$175,000 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Awards: The Plaintiff is requesting a service and release award of \$15,000, in addition to the amounts he will receive as a member of the class and sub-class, to compensate him for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to Defendant. Subject to court approval, the service and release awards will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, Phoenix Class Administration Solutions, has advised the parties that the settlement administration costs will not exceed \$8,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: A total of \$20,000 of the Gross Settlement Amount will be allocated to settle allegations that Defendant owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$15,000 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). Subject to court approval, the \$15,000 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$5,000, will be distributed to class members as part of the Net Settlement Amount discussed below.

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(e) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). Twenty-five percent (25%) of the Net Settlement Amount will be allocated to those class members who worked for Defendant in California as porters or porter-housekeepers and worked graveyard or swing shifts for Defendant at any time between November 26, 2015 and October 6, 2018 (the "Sub-Class"). Seventy-five percent (75%) of the Net Settlement Amount will be allocated to all of the Class Members, including those Class Members who are also Sub-Class Members. The amount of each Sub-Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Sub-Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Sub-Class Members during the Class Period and multiplying that fraction by twenty-five (25%) of the Net Settlement Amount. The amount of each Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by seventy-five percent (75%) of the Net Settlement Amount. If you worked as a member of the Sub-Class, the workweeks that you worked as a Sub-Class member will not be included in the workweeks counted as workweeks you worked as a Class Member. A qualifying workweek is a full or partial week that a class member worked for Defendant during the Class Period, and includes those weeks when Class Members performed work which originated in and was performed in a temporary position under the auspices of a staffing company.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Defendant's records, you worked a total of ___ qualifying workweeks during the Class Period as a Class Member, but not as a Sub-Class Member. According to Defendant's records, you worked a total of ___ qualifying workweeks during the Class Period as a Sub-Class Member. Under the settlement, you will receive approximately \$_____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members and sub-class members regarding their qualifying workweeks during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, one-third of your settlement payment shall be attributed to wages and reported on a W-2 form; one-third will be attributed to interest and one-third will be attributed to penalties. The amount of interest and penalties will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below in section 9), you will release Ray Stone, Renoir Staffing, LLC, Renoir Staffing Services, Inc., and Renoir Staffing, Inc. and each of their respective past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, affiliates and attorneys from all claims arising during the Class Period under state, federal and local law arising out of the allegations in the administrative and civil complaints in this action, and that reasonably arise or could have arisen out of the facts alleged in the case as to all Class Members, including claims arising under California Labor Code sections 200, 201, 202, 203, 226, 226.3, 226.7, 510, 1174, 1194, 1197.1, 2698, 2699, 2699.3, 2699.5, 2751, claims arising under California Wage Orders, claims arising under Business and Professions Code section 17200, and all class claims and

FOR MORE INFORMATION CALL 1-800-523-5773

representative claims and aggrieved employee claims, including, but not limited to, any claims for meal or rest periods, or meal or rest period premiums, claims for unpaid wages, overtime and/or minimum wages, claims related to payment of wages at separation, termination or furlough, claims arising from or related to any failure to provide accurate and itemized paystubs/ claims related to unfair competition, unfair business practices, and/or fraudulent business practices; claims for PAGA penalties, waiting time penalties, civil penalties, and/or penalties of any nature; claims for interest, fees, costs; claims for failure to pay benefits, bonuses, incentive payments of any kind, and lost paid time off and or sick leave benefits. The term “affiliates” includes any and all entities, facilities and/ or real properties where Class Members were assigned when working for Defendant, including all senior living and multi-family complexes managed and/or owned in full or in part by Ray Stone, Inc. It further includes all temporary agencies or staffing agencies which contracted with Defendant to place class members, process their payroll and/or which jointly employed Class Members during the Class Period. The release only effects claims that arose at any time between November 26, 2015 through [earlier of preliminary approval or November 1, 2020].

9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Otis v Ray Stone Incorporated*, Case No. 34-2019-00269952). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **[45 days from mailing]**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[45 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Otis v Ray Stone Incorporated*, Case No. 34-2019-00269952), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[45 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above; however, you will not receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendant.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

FOR MORE INFORMATION CALL 1-800-523-5773

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objections is **[45 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Otis v Ray Stone Incorporated*, Case No. 34-2019-00269952).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release awards to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on February 24, 2021 at 9:00 a.m., in Department 54 of the Sacramento County Superior Court, 813 6th Street, 2nd Floor, Sacramento, CA 95814.. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

11. NON-RETALIATION

Defendant will not retaliate or take any adverse action against a class member for participating in the settlement.

12. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Sacramento County Superior Court, 720 9th St, Sacramento, CA 95814, **subject to the social distancing procedures in place at the Courthouse**. You may also review the settlement agreement and other documents on-line at www.____ or you may contact the Settlement Administrator as follows:

Phoenix Class Administration Solutions
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com
Website: _____

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-523-5773

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd.,
Suite 206E, Sherman Oaks, CA 91423.

5 On October 27, 2020, I served the following document described as

6 - **[PROPOSED] ORDER**

7 on the interested parties in this action:

8 **(X)** by serving () the original **(X)** true copies thereof as follows:

9 *Please see attached service list*

10 () BY MAIL I caused such envelope to be deposited in the mail at 11 Los Angeles, California. The envelope was mailed with 12 postage thereon fully prepaid. I am "readily familiar" with 13 the firm's practice of collection and processing 14 correspondence for mailing. It is deposited with U.S. postal 15 service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
16 () BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by 17 the express service center and placed for collection in a 18 box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

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

21 () **FEDERAL** I declare that I am employed in the office of a member of the bar of this
22 court at whose direction the service was made.

23 **(X) EXECUTED** on October 27, 2020, at Sherman Oaks, California.

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26 *Nicole Salazar*
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SERVICE LIST

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