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FILED
Superior Court of California
County of Los Angeles

09/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

Attorneys for Plaintiff JUAN TAGLE and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUAN TAGLE, on behalf of himself and all
others similarly situated

Plaintiff,

vs.

BREK MANUFACTURING CO., a California
Corporation; and, DOES 1 through 100,
inclusive,

Defendants.

Case No. 20STCV45011

Case Assigned for All Purposes to:
The Hon. Elihu M. Berle
Dept: SSC- 6

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

Hearing: September 7, 2022
Time: 11:00 a.m.

Action Filed: November 24, 2020
Trial Date: None Set

Electronically Received 09/14/2022 09:29 AM

1 Plaintiff Juan Tagle’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
2 Settlement (“Motion”) was heard before this court on September 7, 2022 at 11:00 a.m. The
3 Court, having considered Plaintiff’s unopposed Motion, the Supplemental Submission in Support
4 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, as well as the parties’
5 proposed Amended Stipulation Re: Settlement of Class Action (“Settlement Agreement”),
6 attached as Exhibit 1 to the Supplemental Declaration of Sam Kim in Support of Plaintiff’s
7 Motion for Preliminary Approval of Class Action Settlement, and the supporting declarations
8 filed therewith, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

16 “[A]ll non-exempt hourly employees employed by Defendant in the State of
17 California between November 24, 2016 through March 7, 2022” (hereafter
18 “Settlement Class” or “Settlement Class Members”).

19 1. For purposes of the settlement, the Court designates Plaintiff as the Class
20 Representative, and Sam Kim and Yoonis Han of Verum Law Group, APC, as Class Counsel;

21 2. The Court designates Phoenix Settlement Administrators, as the third-party
22 Settlement Administrator;

23 3. The Court approves, as to form and content, the Class Notice attached to this
24 Order, as **Exhibit A.**

25 4. The Court finds that the form and content of the Class Notice and the methods of
26 providing the Class Notice to Settlement Class Members constitutes the best notice practicable
27 under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class
28 Members. The form and method of providing the Class Notice complies fully with the

1 requirements of California Code of Civil Procedure Section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
3 and other applicable law.

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

6 6. The procedures and requirements for filing objections in connection with the final
7 fairness hearing are intended to ensure the efficient administration of justice and the orderly
8 presentation of any Settlement Class Member's objection to the Settlement Agreement, in
9 accordance with the due process rights of all Settlement Class Members.

10 7. The Court directs Defendant to provide the Class Information (as defined in the
11 Settlement Agreement") by September 28, 2022.

12 8. The Court directs the Settlement Administrator to mail the Class Notice to
13 Settlement Class Members in accordance with the terms of the Settlement Agreement by October
14 12, 2022. In connection with the final fairness hearing, the Settlement Administrator shall file a
15 declaration authenticating a copy of any exclusion form and objection received by the Settlement
16 Administrator by January 6, 2023. In accordance with the terms of the Settlement Agreement,
17 the deadline for Settlement Class Members to submit any opt-outs, objections or disputes
18 regarding the workweeks allocated to them under the settlement is December 12, 2022. The
19 deadline for the parties to respond to any objections is January 6, 2023.

20 9. The Court directs the Settlement Administrator, or counsel for the parties, to give
21 notice to any objecting party of any continuance of the hearing on the motion for final approval.

22 10. A final fairness hearing on the question of whether the class settlement should be
23 finally approved as fair, reasonable and adequate is scheduled in Department SSC-6 of the above-
24 entitled Court located at 312 N. Spring Street Courthouse, Los Angeles, CA 90012, on January
25 18, 2023 at 11:00 a.m.

26 11. At the final fairness hearing, the Court will consider: (a) whether the settlement
27 should be approved as fair, reasonable, and adequate for the class; (b) whether the judgment
28 granting final approval of the settlement should be entered; and (c) whether Plaintiff's application

1 for an award of reasonable attorneys' fees, reimbursement of litigation expenses, class
2 representative Service Award, and settlement administration costs should be granted.

3 12. Counsel for the parties shall file memoranda, declarations, or other statements and
4 materials in support of their request for final approval of the settlement, attorneys' fees, litigation
5 costs and class representative Service Award by November 10, 2022.

6 13. Pending the final fairness hearing, all proceedings in this action, other than
7 proceedings necessary to carry out or enforce the terms and conditions of the Settlement
8 Agreement and this Order, are stayed.

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

12 **IT IS SO ORDERED.**



Elihu M. Berle

13
14 DATED: October 21, 2022

Elihu M. Berle / Judge
The Hon. Elihu M. Berle
Judge of the Superior Court

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Tagle v. Brek Manufacturing Co.
Los Angeles Superior Court, Case No. 20STCV45011

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT THE RIGHTS OF INDIVIDUALS WHO WORKED FOR BREK MANUFACTURING CO., AT ANY TIME FROM NOVEMBER 24, 2016 THROUGH MARCH 7, 2022.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Tagle v. Brek Manufacturing Co.*, Case No. 20STCV45011 filed in the Los Angeles Superior Court (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Class Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action against defendant Brek Manufacturing Co. (“Defendant”), subject to Court approval.

A hearing concerning final approval of the proposed Settlement will be held before the Honorable Elihu M. Berle on January 18, 2023 at 11:00 a.m. in Department SSC-6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement is fair, adequate and reasonable. Due to recent social distancing procedures for attendance at hearings, if you wish to appear at the hearing, you must do so remotely. Additional information on how to appear remotely at the hearing can be found at <https://www.lacourt.org/lacc/>, or in the attached document to this notice. As an individual who worked for Defendant between November 24, 2016 and March 7, 2022, you may be eligible to receive a payment under the Settlement and will be bound by the release of claims described in this Class Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Action.

Who is affected by this proposed Settlement?

Settlement Class Members

All non-exempt hourly employees employed by Defendant in the State of California from November 24, 2016 through March 7, 2022 (“Settlement Class” or “Settlement Class Members”).

PAGA Group Members

All non-exempt hourly employees employed by Defendant in the State of California from February 8, 2020 through March 7, 2022 (“PAGA Group Members”).

According to Defendant’s records, you are a member of the Settlement Class and/or a PAGA Group Member.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SETTLEMENT CLASS MEMBERS WHO WISH TO RECEIVE PAYMENT	Settlement Class Members do not have to do anything to receive an Individual Settlement Payment (defined below). You will be considered a Participating Settlement Class Member. You will be releasing your right to pursue a separate legal action against Defendant for the Released Claims asserted in the Action, as explained more fully below.
SETTLEMENT CLASS MEMBERS WHO WISH TO BE	You have the option to exclude yourself, in writing, from the Settlement. If you submit a valid Opt-Out Request postmarked no later than December 12, 2022, you will not receive any benefits

EXCLUDED FROM THE SETTLEMENT CLASS	under the Settlement and you will not be bound the terms of the Settlement.
SETTLEMENT CLASS MEMBERS WHO WISH TO OBJECT	To object to the Settlement, you may write to the Settlement Administrator about why you don't like the Settlement, postmarked no later than December 12, 2022, or you may appear at the Final Approval Hearing to object, but you are not required to do so. Due to recent social distancing procedures for attendance at hearings, if you wish to appear at the hearing, you must do so remotely. Additional information on how to appear remotely at the hearing can be found at https://www.lacourt.org/lacc/ , or in the attached document to this notice. This option is available only if you do <u>not</u> exclude yourself from the Settlement.
PAGA GROUP MEMBERS	If you are a PAGA Group Member, you will bound by the Judgment entered by the Court as to the Released PAGA Claims (defined below). You cannot opt out of the portion of the Settlement relating to the settlement of claims under PAGA.

What is this case about?

In the Action, plaintiff Juan Tagle (“Plaintiff”), on behalf of himself and Settlement Class Members, alleged the following claims against Defendant: (1) failure to pay all wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest breaks or compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) waiting time penalties; (6) violation of the Unfair Competition Law. The Action covers the period of time from and between November 24, 2016 through March 7, 2022 (“Class Period”). Plaintiff seeks to recover alleged unpaid wages, statutory penalties, restitution, interest, attorneys’ fees and costs in the Action. Additionally, Plaintiff seeks to recover civil penalties on behalf of himself and PAGA Group Members under the Labor Code Private Attorneys General Act (“PAGA”) for alleged violations of the California Labor Code from and between February 8, 2020 through March 7, 2022 (“PAGA Period”).

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification and cannot be manageably tried in court.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Settling Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interest of all Settlement Class Members and PAGA Group Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Settling Parties in the Action are:

Class Counsel

Sam Kim

Yoonis Han

VERUM LAW GROUP, APC

360 N. Pacific Coast Highway, Suite 1025

El Segundo, CA 90245

Telephone: (424) 320-2000

Facsimile: (424) 221-5010

Defense Counsel

John D. Hayashi

David J. Rashe

MORGAN, LEWIS & BOCKIUS LLP

600 Anton Blvd., Suite 1800

Costa Mesa, CA 92626

Phone: (714) 830-0600

Fax: (714) 830-0700

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$990,000.00 (the “Gross Settlement Amount”) for: (a) Individual Settlement Payments to Participating Settlement Class Members; (b) the Court approved Service Award payment to Plaintiff in the amount of \$7,500.00; (c) the Court approved attorneys’ fees not to exceed \$330,000.00 and reimbursement of costs and expenses not to exceed \$17,000.00 to Class Counsel; (d) the costs of administering the Settlement not to exceed \$10,000.00; and (3) the payment to the Labor & Workforce Development Agency (“LWDA”) in the amount of \$18,750.00 for its share of the PAGA Payment.

Individual Settlement Payments and PAGA Payments. After deductions from the Gross Settlement Amount for attorneys’ fees and costs and expenses, Service Award and General Release Payment to Plaintiff, the costs of administering the Settlement, and payment to the LWDA for its share of the PAGA Payment, there will be a net settlement amount (“Net Settlement Amount”) payable to Participating Settlement Class Members. Each Participating Settlement Class Member who does not submit a valid Opt-Out Request will receive a payment under the Settlement referred to as an Individual Settlement Payment.

The amount that each Participating Settlement Class Member will be eligible to receive under the Settlement will be calculated by using the quotient derived by the total number of workweeks worked by each Participating Settlement Class Member during the Class Period divided by the total number of workweeks worked by all Participating Settlement Class Members during the Class Period using the assigned values below, to be derived from Defendant’s records, then multiplied by the Net Settlement Amount. **Your estimated Individual Settlement Payment is listed below.**

For tax reporting purposes, the Individual Settlement Payments to Participating Settlement Class Members will be allocated 20% as wages and 80% as penalties and interest. The wage portion of the Individual Settlement Payments will be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator will deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments. A W-2 shall be issued for the portion of the Individual Settlement Payments allocated as wages and, to the extent required by law, a 1099 shall be issued for the portion of the Individual Settlement Payments allocated as penalties and interest.

The amount that each PAGA Group Member will be eligible to receive under the Settlement will be calculated by using the quotient derived by total number of workweeks worked by each PAGA Group

Member during the PAGA Period divided by the total number of workweeks worked by all PAGA Group Members during the PAGA Period, to be derived from Defendant's records, then multiplied by the portion of the PAGA Payment allocated and paid to PAGA Group Members in the amount of \$6,250.00. **Your estimated PAGA Payment is listed below.**

All checks for Individual Settlement Payments paid to Participating Settlement Class Members and PAGA Payments to PAGA Group Members will advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and will automatically be void if not cashed by a Settlement Class Member and/or PAGA Group Member within that time.

If an Individual Settlement Payment and/or PAGA Payment check remains un-cashed after one hundred eighty (180) days from issuance, or that is undeliverable, the Settlement Administrator will forward the un-cashed funds, plus any accrued interest, remaining residue, unclaimed or abandoned funds to the California State Controller's Office Unclaimed Property Fund in the name of the Class Member or PAGA Group Member. In such event, the Participating Settlement Class Member will remain bound by the Settlement. PAGA Group Members will be bound by the Judgment as to the Released PAGA Claims.

None of the Settling Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member and/or PAGA Group Member.

Class Counsel's Attorneys' Fees and Costs, Service Award Payment and General Release Payment to Plaintiff, and Settlement Administration Costs. Class Counsel will ask the Court to award attorneys' fees of up to \$330,000.00 (up to 1/3 of the Gross Settlement Amount), and reimbursement of costs incurred in the Action not to exceed \$17,000.00. In addition, Class Counsel will ask the Court to authorize the Service Award payment to Plaintiff in the amount of \$7,500.00, for his efforts in the prosecution of this Action and his release and waiver of Civil Code § 1542. The Settling Parties also estimate the cost of administering the Settlement will not exceed \$10,000.00. As explained above, the amounts awarded by the Court for these items will be deducted from the Gross Settlement Amount.

How much will I receive under the Settlement?

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your estimated Individual Settlement Payment is based on the workweeks worked during the Class Period, which is <<Workweeks>>. Based on the number of your compensable workweeks, **your estimated Individual Settlement Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Your Compensable Workweeks and Estimated PAGA Payment: According to Defendant's records, your estimated PAGA Payment is based on the workweeks worked during the PAGA Period, which is <<Workweeks>>. Based on the number of your compensable workweeks, **your estimated PAGA Payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of compensable workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons and supporting evidence why you dispute the number of compensable workweeks and provide any supporting documentation that you have. The information you provide should include the estimated compensable workweeks you claim you performed at any time between November 24, 2016 through March 7, 2022 or at any time between February 8, 2020 through March 7, 2022.

Participating Settlement Class Members have until December 12, 2022, to dispute the number of workweeks. Any disputes and supporting documentation have to be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than December 12, 2022. You may not dispute the number of compensable workweeks stated above in connection with

the Individual Settlement Payment if you exercise your right to opt out of the non-PAGA portion of the Settlement.

Tagle v. Brek Manufacturing Co.
[Settlement Administrator
Address]
[City, State Zip, Telephone Number]

If you dispute the number of compensable workweeks stated above, Defendant’s records, to the extent available, will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the compensable workweeks that should be applied and/or the Individual Settlement Payment/PAGA Payment to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal, subject to review by Class Counsel, Defendant’s Counsel and the Court.

What claims are being released by the proposed Settlement?

Released Class Claims

Upon the Effective Date, Participating Settlement Class Members, who have not submitted a valid Opt-Out Request, shall be deemed to have fully and finally released and discharged Defendant, and all of its current and former agents, officers, members, owners, shareholders, directors, attorneys, partners, employees, including without limitation, its parent, subsidiary, related and affiliated companies, affiliated entities, and owners (the “Released Parties”) from the “Released Class Claims,” during the Class Period. “Released Class Claims” means “all claims alleged in the First Amended Complaint, or that could have been alleged based on the facts alleged in the First Amended Complaint, including, but not limited to: (1) failure to pay all wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest breaks or compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) waiting time penalties; and (6) violation of the Unfair Competition Law, arising under the Labor Code or Wage Order based on the alleged failures set forth in (1) through (6) above; any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the alleged failures set forth in (1) through (6) above; and any violation of the California Labor Code arising from the alleged facts, or those claims that could have been alleged based on the facts alleged in First Amended Complaint, including, without limitation, violation of Sections 200, 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1194, 1198, and 2810.5 and their applicable Industrial Welfare Commission Wage Order provisions; and in addition, for Participating Settlement Class Members who cash their Individual Settlement Payments, the release will also include, FLSA claims for (1) the failure to pay overtime wages due under the Fair Labor Standards Act (29 U.S. § 201, *et seq.*); (2) attorney fees and litigation costs incurred to litigate and resolve this Action, and (3) prejudgment interest (“FLSA Claims”)” during the Class Period.

Released PAGA Claims

Plaintiff and the Labor & Workforce Development Agency only (“Releasing PAGA Parties”) will be deemed to have fully and finally released and discharged the Released Parties from the “Released PAGA Claims.” For purposes of this Settlement, the “Released PAGA Claims” are defined as: the PAGA claims stated in the First Amended Complaint and the PAGA Notice submitted by Plaintiff to the Labor & Workforce Development Agency, including but not limited to: Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1198, 2698, and 2699 *et seq.* and their applicable Industrial Welfare Commission Wage Order provisions.

All PAGA Group Members will be bound by the Judgment as to the Released PAGA Claims.

What are my options in this matter?

You have three options under this Settlement, each of which is further discussed below. You may: (A) choose to be a Participating Settlement Class Member. You do not need to do anything to be a Participating Settlement Class Member and receive an Individual Settlement Payment; (B) exclude yourself from the Settlement; or (C) object to the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you (with the exception of the portion of the Settlement releasing claims under PAGA). 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 remain a Participating Settlement Class Member, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Participate in the Settlement and Receive Payment. You do not need to do anything to participate in the Settlement and receive an Individual Settlement Payment. By remaining a Participating Settlement Class Member and receiving settlement monies, you consent to the release of the Released Class Claims and understand that you will be bound to the Judgment entered by the Court as to the Released PAGA Claims as described above.

OPTION B. Request to Be Excluded from the Settlement. If you do not want to be part of the Settlement, you must submit a valid Opt-Out Request to the Settlement Administrator at [Administrator], P.O. Box _____, [City], [State] [Zip], post-marked by December 12, 2022 ("Response Deadline"). In order to be valid, your Opt-Out Request must (1) contain your name, address, and last four digits of your Social Security Number, (2) be completed by you, and (3) be post-marked by December 12, 2022, and ultimately received by the Settlement Administrator. The Opt-Out Request must state in substance: "I have read the Class Notice and I wish to opt out of the Action and the settlement of the case: *Tagle v. Brek Manufacturing Co.*" If the Opt-Out Request does not include the required information, and/or is not post-marked by the Response Deadline, the Opt-Out Request will be deemed invalid.

If you do not timely submit a signed Opt-Out Request (as evidenced by the postmark), your Opt-Out Request will be rejected, you will be deemed a Participating Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement.

If you timely submit a signed Opt-Out Request, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action as to the Released Class Claims, and you will not be entitled to or permitted to object to the Settlement. However, if you are a PAGA Group Member, you will be bound by the Judgment as to the Released PAGA Claims, regardless of whether you submit a valid Opt-Out Request.

OPTION C. Objecting to the Settlement. If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you may *either* (a) submit a written objection stating why you object to the Settlement by December 12, 2022, *or* (b) you may appear at the Final Approval Hearing to discuss your objection(s) with the Court and the Settling Parties at your own expense, but you are not required to do so. Additional information on how to appear remotely can be found at <https://www.lacourt.org/lacc/>, or in the attached document to this notice. The written objection must be signed by the Settlement Class Member and must state: (1) the full name of the Settlement Class Member; (2) the mailing address of the Settlement Class Member; and (3) the basis for the objection.

When will the Settlement be distributed?

Defendant will fund the Gross Settlement Amount, to the Settlement Administrator, no later than fourteen (14) calendar days following final approval of the class settlement in the event no objection to the settlement is filed. In the event an objection is filed, the Gross Settlement Amount shall be due and paid within 14-days following the expiration of the period to file an appeal, subject to Court approval. The Settlement Administrator will issue Individual Settlement Payments to Participating Settlement Class

Members and PAGA Payments to PAGA Group Members within fifteen (15) calendar days of receipt of the Gross Settlement Amount from Defendant. In addition, the Settlement Administrator shall pay Class Counsel's Fees, Class Counsel's Costs, and the Plaintiff's Service Award and General Release Payment within fifteen (15) calendar days from the receipt of the funds from Defendant.

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

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, Class Counsel's request for attorneys' fees, costs and expenses, the Service Award Payment to Plaintiff, and the Settlement Administration Costs, on January 18, 2023 at 11:00 a.m., in Department SSC-6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued. In the event Final Approval is continued, Settlement Class Members who filed an objection will receive notice of the new hearing date. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment. Due to recent social distancing procedures for attendance at hearings, if you wish to appear at the hearing, you must do so remotely. Additional information on how to appear remotely at the hearing can be found at <https://www.lacourt.org/lacc/>, or in the attached document to this notice.

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Order and Judgment on the Settlement Administrator's website (<http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>) within seven (7) calendar days after entry of Order and Judgement. The Settlement Administrator will post a copy of the signed judgment for one hundred eighty (180) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of the Judgment.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details regarding the Settlement and its terms are in the Settlement Agreement itself. The Settlement Agreement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Los Angeles Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. You may also access the Agreement online at <https://www.lacourt.org/paonlineservices/pacommerce/login.aspx?appId=IMG&casetype=CIV>

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast
6 Hwy, Suite 1025, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described as **[PROPOSED] AMENDED**
8 **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,**
9 on each of the interested parties in this action by placing the original a true copy thereof
enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list):

10 Attorneys for Defendant BREK
MANUFACTURING, CO.

Attorneys for Defendant BREK
MANUFACTURING, CO.

11 John D. Hayashi
12 David J. Rashe
13 **MORGAN, LEWIS & BOCKIUS LLP**
14 600 Anton Blvd., Suite 1800
15 Costa Mesa, CA 92626
16 Phone: (949) 399-7000
17 Fax: (949) 399-7001
18 john.hayashi@morganlewis.com
19 david.rashe@morganlewis.com

Jeff J. Astarabadi,
jastarabadi@muchlaw.com
MUCH SHELIST, P.C.
660 Newport Center Drive, Suite 900
Newport Beach, CA 92660
Telephone: (949) 767-2200
Facsimile: (949) 385-5355

20 **(CASE ANYWHERE)**: Based on a court order or an agreement of the parties to accept
21 service by electronic transmission using Case Anywhere, I caused the documents to be sent
22 to the persons at the electronic notification addresses listed above (or on the attached service
23 list). I did not receive, within a reasonable time after the transmission, any electronic
24 message or other indication that the transmission was unsuccessful.

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

27 Executed on September 14, 2022, at El Segundo, California.

28 
Carla Flores