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**FILED**  
**ALAMEDA COUNTY**

MAY 26 2023

CLERK OF THE SUPERIOR COURT  
By Nicole Haddad

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

CANDON LOVETT, KENNITH BOOZE,  
DEARTIS SUDDUTH, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiffs,

vs.

WONDER ICE CREAM, INC., a California  
corporation; WONDER ICE CREAM  
COMPANY, LLC, an unknown business  
entity; WIC, LLC, an unknown business  
entity; WONDER ICE CREAM, LLC, an  
unknown business entity, and DOES 1  
through 100, inclusive,

Defendants.

Case No.: RG21109738

Honorable Evelio Grillo  
Department 21

**CLASS ACTION**

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

Reservation ID: 139158272617  
Date: April 11, 2023  
Time: 10:00 a.m.  
Department: 21

Complaint Filed: August 4, 2021  
FAC Filed: September 1, 2021  
Trial Date: None Set

1 This matter has come before the Honorable Evelio Grillo in Department 21 of the Superior  
2 Court of the State of California, for the County of Alameda, on April 11, 2023 at 10:00 a.m. for  
3 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC  
4 appears as counsel for Plaintiffs Candon Lovett, Kenneth Booze, DeArtis Sudduth, and Jonathan  
5 Girvin (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated and other  
6 aggrieved employees. Fisher & Phillips LLP appears as counsel for Defendant Wonder Ice Cream,  
7 Inc. ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

21           All of Defendant's current and former non-exempt employees in the State of  
22 California and all salaried sales employees who worked for Defendant in the State of  
23 California as DSD Route Sales Representatives, or other similar positions, classified  
24 under the outside salesperson exemption, during the period from August 4, 2017  
25 through the date on which the Court enters this Order.

26           7.       The Court provisionally appoints Edwin Aiwasian, Arby Aiwasian, Joanna Ghosh,  
27 and Alexandra Rose of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

28           8.       The Court provisionally appoints Plaintiffs Candon Lovett, Kenneth Booze, DeArtis  
Sudduth, and Jonathan Girvin as the representatives of the Class ("Class Representatives").

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1           9.       The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”) to  
2 handle the administration of the Settlement (“Settlement Administrator”).

3           10.       Within twenty-one (21) calendar days of the date on which the Court enters this  
4 Order, Defendant shall provide the Settlement Administrator with the following information about  
5 each Class Member: last-known full name, mailing address, Social Security number, dates worked  
6 as a non-exempt employee or salaried employee of Defendant as a DSD Route Sales Representative,  
7 or other similar position, classified under the outside salesperson exemption in the State of California  
8 during the Class Period, and such other information as is necessary for the Settlement Administrator  
9 to calculate Workweeks (collectively referred to as the Class List”).

10          11.       The Court approves, both as to form and content, the Notice of Class Action  
11 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided  
12 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the  
13 Class Notice appears to fully and accurately inform the Class Members of all material elements of  
14 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a  
15 timely and valid Opt-Out Request, of Class Members’ right to dispute the Workweeks credited to  
16 each of them by submitting a Workweeks Dispute, and of each Settlement Class Member’s right and  
17 opportunity to object to the Class Settlement by submitting an Objection to the Settlement  
18 Administrator. The Court further finds that distribution of the Class Notice substantially in the  
19 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set  
20 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall  
21 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the  
22 Settlement Administrator to mail the Class Notice in English and Spanish by First-Class U.S. mail  
23 to all Class Members within ten (10) calendar days of receipt of the Class List, pursuant to the terms  
24 set forth in the Settlement Agreement.

25          12.       The Court hereby preliminarily approves the proposed procedure, set forth in the  
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
27 choose to be excluded from the Class Settlement by submitting a timely and valid Opt-Out Request  
28 in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,



1 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of  
2 the Class Notice to Class Members ("Response Deadline"), or, in the case of a re-mailed Class  
3 Notice, the Response Deadline for that Class Member will be extended by fifteen (15) calendar days  
4 from the original Response Deadline. Any such person who timely and validly chooses to opt out  
5 of, and be excluded from, the Class Settlement will not be entitled to an Individual Settlement  
6 Payment and will not be bound by the Class Settlement or have any right to object, appeal, or  
7 comment thereon. However, all of Defendant's current and former non-exempt employees in the  
8 State of California and all salaried sales employees who worked for Defendant in the State of  
9 California as DSD Route Sales Representatives, or other similar positions, classified under the  
10 outside salesperson exemption, during the period from August 4, 2020 through the date on which  
11 the Court enters this Order ("Aggrieved Employees") will be bound by the PAGA Settlement and  
12 will still be issued an Individual PAGA Payment, irrespective of whether they submit an Opt-Out  
13 Request. Class Members who have not submitted a timely and valid Opt-Out Request (i.e.,  
14 Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment  
15 based thereon.

16 13. A Final Approval Hearing shall be held before this Court on  
17 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  
18 Department 21 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland,  
19 California 94612, to determine all necessary matters concerning the Settlement, including: whether  
20 the proposed settlement of the action on the terms and conditions provided for in the Settlement is  
21 fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as  
22 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the  
23 Settlement should be approved as fair, adequate, and reasonable to the Class Members and  
24 Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel  
25 Fees and Costs, Service Awards, PAGA Penalties, and Settlement Administration Costs.

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14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Fees and Costs, Service Awards, PAGA Penalties, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's \_\_\_\_\_ declaration, \_\_\_\_\_ by \_\_\_\_\_ Counsel to obtain hearing date/time on \_\_\_\_\_, to be heard at the Final Approval Hearing. \_\_\_\_\_ the Court's public portal.

15. To object to the Class Settlement, a Class Member must submit an Objection to the Settlement Administrator, postmarked on or before the Response Deadline. The Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit an Objection.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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

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

5       **IT IS SO ORDERED.**

6  
7       Dated: 5/26/23

By:



The Honorable Evelio Grillo  
Judge of the Superior Court

# **EXHIBIT 1**

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you and you are not being sued.*

***However, your legal rights are affected by whether you act or don't act, so read this notice carefully.***

**TO: All persons who worked for Wonder Ice Cream, Inc. ("Defendant") classified as a non-exempt employee in the State of California and/or salaried sales employee who worked as a DSD Route Sales Representative, or other similar position, classified under the outside salesperson exemption in the State of California from August 4, 2017 to [Insert Date of Preliminary Approval, subject to Section II.15 of the Settlement Agreement].**

The California Superior Court, County of Alameda has granted preliminary approval of a proposed settlement of the above-captioned action ("Action"). Because your rights may be affected by the settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All of Defendant's current and former non-exempt employees in the State of California and all salaried sales employees who worked for Defendant in the State of California as DSD Route Sales Representatives, or other similar positions, classified under the outside salesperson exemption, during the period from August 4, 2017 to [Insert Date of Preliminary Approval, subject to Section II.15 of the Settlement Agreement].

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

**WHAT INFORMATION IS IN THIS NOTICE**

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## **1. Important Definitions**

**“Class”** means all of Defendant’s current and former non-exempt employees in the State of California and all salaried sales employees who worked for Defendant in the State of California as DSD Route Sales Representatives, or other similar positions, classified under the outside salesperson exemption, during the Class Period.

**“Class Member”** means a member of the Class.

**“Class Period”** means the time period from August 4, 2017 to [the date of Preliminary Approval, subject to Section II.15 of Settlement Agreement].

**“Class Settlement”** means the settlement and resolution of all Released Class Claims (described in Section 9 below).

**“Aggrieved Employees”** means all of Defendant’s current and former non-exempt employees in the State of California and all salaried sales employees who worked for Defendant in the State of California as DSD Route Sales Representatives, or other similar positions, classified under the outside salesperson exemption, during the PAGA Period.

**“PAGA Period”** means the time period from August 4, 2020 to [the date of Preliminary Approval, subject to Section II.15 of Settlement Agreement].

**“PAGA Settlement”** means the settlement and resolution of all Released PAGA Claims (described in Section 9 below).

## **2. Why Have I Received This Notice?**

Wonder Ice Cream, Inc.’s records indicate that you may be a Class Member. The Settlement will resolve all Released Class Claims, as described in Section 9 below, and all Released PAGA Claims, as described in Section 9 below.

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2023 at [time a.m./p.m.], before Judge Evelio Grillo, located at the Rene C. Davidson Courthouse, 1221 Oak Street, Oakland, California 94612, Department 21. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear in person or remotely if you wish to.

## **3. What Is This Case About?**

The Action entitled *Candon Lovett, et al. v. Wonder Ice Cream, Inc., et al.* was pursued by Plaintiffs Candon Lovett, Kenneth Booze, DeArtis Sudduth, and Jonathan Girvin (collectively, the “Plaintiffs”) in the Alameda County Superior Court (Case Number RG21109738) against Wonder Ice Cream, Inc., Wonder Ice Cream Company, LLC, WIC, LLC, and Wonder Ice Cream, LLC on alleged claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failure to provide accurate itemized wage statements, failure to maintain accurate payroll records, failure to reimburse business expenses, failure



to provide a day of rest, and thereby engaging in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

On August 4, 2021, Plaintiffs Lovett and Booze filed a Class Action Complaint for Damages initiating the Action. On September 1, 2021, Plaintiffs Lovett, Booze, and Sudduth filed a First Amended Class Action Complaint for Damages, which added Plaintiff Sudduth as a named plaintiff. On [REDACTED], Plaintiffs Lovett, Booze, Sudduth, and Girvin filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"), which added Plaintiff Girvin as a named plaintiff and added a cause of action under PAGA.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit whatsoever.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class.

On [the date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Candon Lovett, Kenneth Booze, DeArtis Sudduth, and Jonathan Girvin as the representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian

Arby Aiwazian

Joanna Ghosh

Alexandra Rose

**Lawyers for Justice, PC**

410 West Arden Avenue, Suite 203

Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

#### **4. What Are My Options?**

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

**Important Note: Defendant will not retaliate against you in any way for either participating or not participating in the Settlement.**

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of the lawsuit and may receive an Individual Settlement Payment and Individual PAGA Payment (if applicable). You will release all of the Released Class Claims and Released PAGA Claims, as defined in Section 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out” of the Class Settlement, by submitting an Opt-Out Request, as defined in Section 7 below. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not be bound by the terms of the Class Settlement, and you will not release the Released Class Claims described in Section 9 below.  
  
If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment, irrespective of whether you have excluded yourself from the Class Settlement. This means you will be bound by the terms of the PAGA Settlement, and you will release the Released PAGA Claims as defined in Section 9 below.
- **OBJECT:** See Section 8 on how to object to the Class Settlement.

The procedures for opting out and objecting are set forth below in the Sections entitled “How Do I Opt Out or Exclude Myself From The Class Settlement” and “How Do I Object To The Class Settlement?”

#### **5. *What are the Main Terms of the Settlement and How Much Can I Expect to Receive?***

The total gross settlement amount is One Million One Hundred Thousand Dollars (\$1,100,000) (“Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) Class Counsel Fees and Costs, consisting of attorneys’ fees in an amount of up to 35% of the Gross Settlement Amount (i.e., \$385,000) and reimbursement of litigation costs and expenses in an amount up to Seventeen Thousand Dollars (\$17,000) to Class Counsel; (2) Service Awards of up to Ten Thousand Dollars (\$10,000) each to Plaintiffs for their services in the Action; (3) the amount of One Hundred Thousand Dollars (\$100,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000) to the Settlement Administrator. The PAGA Penalties will be distributed 75% (i.e., \$75,000) to the Labor and Workforce Development Agency (“LWDA Payment”) and the remaining 25% (i.e., \$25,000) will be distributed to Aggrieved Employees (“Aggrieved Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their share of the Net Settlement Amount (“Individual Settlement Share”) based on their Non-Exempt Workweeks and Salaried Workweeks (together, “Workweeks”).

- “Non-exempt Workweeks” means the number of weeks each Class Member performed work for Defendant as a non-exempt employee in the State of California during the Class Period.
- “Salaried Workweeks” means the number of weeks each Class Member performed work for Defendant in the State of California as a salaried sales employee as a DSD Route Sales Representative, or other similar position, classified under the outside salesperson exemption during the Class Period.

The Settlement Administrator has (i) multiplied the Salaried Workweeks of each Class Member by two (2) to yield the Class Member’s “Weighted Salaried Workweeks,” and added the Class Member’s number of Non-exempt Workweeks, resulting in the Class Member’s “Total Weighted Workweeks;” (ii) divided the Net Settlement Amount by the Total Weighted Workweeks of all Class Members to yield the “Estimated Workweek Value;” and (iv) multiplied

each Class Member's individual Total Weighted Workweeks by the Estimated Workweek Value to yield their estimated Individual Settlement Share.

Each Individual Settlement Share will be allocated as one-third (1/3) wages, which will be reported on an IRS Form W-2, and two-thirds (2/3) as interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as the "Individual Settlement Payment"). Class Members who do not submit a timely and valid Opt-Out Request ("Settlement Class Members") will be issued their final Individual Settlement Payment. The employer's share of taxes and contributions on the wages portion of the Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their share of the Aggrieved Employee Amount ("Individual PAGA Payment") based on their Workweeks during the PAGA Period.

The Settlement Administrator has (i) multiplied the Salaried Workweeks of each Aggrieved Employee during the PAGA period by two (2) to yield the Aggrieved Employee's "Weighted Salaried PAGA Workweeks" and added the Aggrieved Employee's number of Non-exempt Workweeks during the PAGA Period, resulting in the Aggrieved Employee's "Total Weighted PAGA Workweeks;" (ii) divided the Aggrieved Employee Amount by the Total Weighted PAGA Workweeks of all Aggrieved Employees to yield the "Estimated PAGA Workweek Value;" and (iii) multiplied each Aggrieved Employee's individual Total Weighted PAGA Workweeks by the Estimated PAGA Workweek Value to yield his or her estimated Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as 100% civil penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ \_\_\_\_\_.**

The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ \_\_\_\_\_.**

The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower.

#### **6. How Do I Dispute my Workweeks?**

According to Defendant's records:

- From August 4, 2017 to [Insert Date of Preliminary Approval, subject to Section II.15 of the Settlement Agreement] (i.e., Class Period), you are credited as having worked  Non-exempt Workweeks and  Salaried Workweeks.
- From August 4, 2020 to [Insert Date of Preliminary Approval, subject to Section II.15 of the Settlement Agreement] (i.e., PAGA Period), you are credited as having worked  Non-exempt Workweeks and  Salaried Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter (“Workweeks Dispute”) to the Settlement Administrator. The Workweeks Dispute must: (a) contain the case name and number of the Action (*Candon Lovett, et al. v. Wonder Ice Cream, Inc., et al.*, Case No. RG21109738); (b) contain your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) clearly state that you dispute the number of Non-exempt Workweeks, Salaried Workweeks, or both, credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Non-exempt Workweeks, Salaried Workweeks, or both that you contend should be credited to you; and (e) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before [Response Deadline]

[Settlement Administrator]  
[Mailing Address]

#### 7. *How Do I Opt Out Or Exclude Myself From The Class Settlement?*

If you do not want to take part in the Class Settlement, you must submit a written request for exclusion (“Opt-Out Request”) to the Settlement Administrator. The Opt-Out Request must: (a) contain the case name and number of the Action (*Candon Lovett, et al. v. Wonder Ice Cream, Inc., et al.*, Case No. RG21109738); (b) state your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address in Section 6 above, postmarked on or before [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Opt-Out Request will not be entitled to receive an Individual Settlement Payment, will not be bound by the release of Released Class Claims (described in Section 9 below), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a valid and timely Opt-Out Request will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 9 below, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit an Opt-Out Request.

#### 8. *How Do I Object To The Class Settlement?*

If you are a Class Member who does not submit an Opt-Out Request, you may object to the Class Settlement, personally or through an attorney, by submitting a written objection (“Objection”) to the Settlement Administrator. The Objection must: (a) contain the case name and number of the Action (*Candon Lovett, et al. v. Wonder Ice Cream, Inc., et al.*, Case No. RG21109738); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address in Section 6 above, postmarked on or before [Response Deadline].

Settlement Class Members may also present their objection orally at the Final Approval Hearing, whether or not they submit an Objection.



Settlement Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Class Settlement.

#### **9. What are the Released Claims?**

Upon the full funding of the Gross Settlement Amount and the Effective Date, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount and the Effective Date, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Claims" means any and all claims, demands, liabilities, damages, attorneys' fees, costs, and penalties, asserted in the Operative Complaint or any other claims that could have been asserted in the Operative Complaint based on the facts alleged, including but not limited to claims arising from alleged failure to pay unpaid wages, minimum wages, regular wages, and overtime and double time wages; failure to provide meal periods and associated premium pay; failure to provide rest periods and associated premium pay; failure to reimburse necessary business-related expenses; failure to timely pay wages upon termination of employment; failure to timely pay wages during employment; failure to provide compliant wage statements; failure to maintain accurate payroll records; failure to provide a day of rest; unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned; and civil penalties pursuant to California Labor Code § 2698, *et seq.* ("PAGA") arising under the California Labor Code or Industrial Welfare Commission Wage Orders based on the aforementioned.

"Released Class Claims" means any and all Released Claims arising during the Class Period other than those under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

"Released PAGA Claims" means any and all Released Claims arising during the PAGA Period under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

"Released Parties" means Defendant Wonder Ice Cream, Inc., Wonder Ice Cream Company, LLC, WIC, LLC, Wonder Ice Cream, LLC, their parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

#### **10. Additional Information**

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to Wonder Ice Cream, Inc. class action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court by visiting the Records Management, at George E. McDonald Hall of Justice, 2233 Shore Line Drive, Alameda, CA 94501, between 8:30 a.m. and 2:00 p.m., or online by visiting the following website: <https://portal.alameda.courts.ca.gov/?q=node/388>.

For more information regarding how to schedule yourself to appear remotely at the Final Approval Hearing, please visit: <https://www.alameda.courts.ca.gov/general-information/remote-appearances>.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**



<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center"><b>FILED</b> Superior Court of California County of Alameda 05/30/2023</p>
<p>PLAINTIFF/PETITIONER: Candon Lovett et al</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy</p>
<p>DEFENDANT/RESPONDENT: Wonder Ice Cream, Inc., et al</p>	<p align="center">N. Hall</p>
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	<p>CASE NUMBER: RG21109738</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Edwin Alwazian  
Lawyers for Justice, PC  
410 West Arden Avenue  
Suite 203  
Glendale, CA 91203-

Nathan K. Low  
Fisher & Phillips LLP  
One Embarcadero Center, Suite 2050  
San Francisco, CA 94111

Dated: 05/30/2023

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

**CERTIFICATE OF MAILING**