

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

NICHOLAS MENDOZA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

PROSSER ENTERPRISE, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: CVRI2203321

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 10

CLASS ACTION

**AMENDED [~~PROPOSED~~] ORDER
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT PURSUANT TO
THE TERMS OF THE STIPULATION OF
SETTLEMENT**

[Reservation ID: 092565457256]

Hearing Date: May 16, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department 10

Complaint Filed: August 8, 2022
FAC Filed: November 29, 2022
Trial Date: None Set

1 This matter came for hearing on May 16, 2023 at 8:30 a.m. upon the Motion for
2 Preliminary Approval of the proposed settlement of this action based on the terms set forth in the
3 Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Agreement”) attached
4 as **Exhibit 3** to Supplemental Declaration of Douglas Han In Support of Plaintiff’s Motion For
5 Preliminary Approval of Class Action Settlement filed concurrently herewith. Having considered
6 the Settlement Agreement, all papers and proceedings concerning the motion in this action (Case
7 No. CVRI2203321) (“Action”), and good cause appearing, the Court finds that:

8 WHEREAS, Plaintiff Nicholas Mendoza (“Plaintiff”) have alleged claims against
9 Defendant Prosser Enterprise, Inc. (formerly known as Cannon Fabrication, Inc.) (“Defendant”)
10 on behalf of himself and others similarly situated, comprising of: all current and former non-
11 exempt employees employed by Defendant within the State of California at any time during the
12 period from August 8, 2018 to July 18, 2022 (“Class,” “Class Members,” and “Class Period”).
13 The “Class Members” shall not include any person who submits a timely and valid Request for
14 Exclusion Form.

15 WHEREAS, pursuant to the First Amended Complaint, Plaintiff asserts the following
16 claims against Defendant: (1) unpaid overtime under Labor Code sections 510 and 1198; (2)
17 unpaid meal period premiums under Labor Code sections 226.7 and 512(a); (3) unpaid rest
18 period premiums under Labor Code section 226.7; (4) unpaid minimum wage under Labor Code
19 sections 1194 and 1197; (5) final wages not timely paid under Labor Code sections 201 and 202;
20 (6) noncompliant wage statement under Labor Code sections 226(a); (7) unreimbursed business
21 expenses under Labor Code sections 2800 and 2802; and (8) violation of Business & Professions
22 section 17200, *et seq.*

23 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
24 law alleged in this Action, and denies all liability to Plaintiff or the Class Members.

25 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
26 (collectively, the “Parties”) determined it was mutually advantageous to settle this Action and to
27 avoid the costs, delay, uncertainty, and business disruption of ongoing litigation.

1 WHEREAS, the Parties agreed to resolve the Action and entered the Settlement
2 Agreement, subject to the approval of this Court.

3 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

4 1. To the extent defined in the Settlement Agreement, the terms in this Order shall
5 have the meanings set forth therein.

6 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and
7 the Class.

8 3. The Class is defined as follows: “all current and former non-exempt employees
9 employed by Defendant within the State of California at any time during the period from August
10 8, 2018 to July 18, 2022.”

11 4. The Court determined the intended notice to be given to the Class Members: (a)
12 fully and accurately informs all persons in the Class of all material elements of the Agreement;
13 (b) constitutes the best notice practicable under the circumstances; and (c) constitutes valid, due,
14 and sufficient notice to Class Members.

15 5. The Court grants preliminary approval of the Agreement as fair, reasonable, and
16 adequate in all respects to the Class Members and orders the Parties to consummate the
17 Agreement in accordance with the terms set forth in the Agreement.

18 6. The plan of distribution as set forth in the Settlement Agreement providing for the
19 distribution of the Net Settlement Amount to Class Members is preliminarily approved as being
20 fair, reasonable, and adequate.

21 7. The Court preliminarily appoints as Class Counsel the following attorneys:
22 Douglas Han, Shunt Tatavos-Gharajeh, and Jason Rothman of Justice Law Corporation, 751
23 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

24 8. The Court preliminarily appoints Plaintiff as the class representative.

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1 9. The Court preliminarily approves Phoenix Class Action Administration Solutions
2 to function as the Settlement Administrator, including reasonable costs to be paid from
3 Maximum Settlement Amount. The nature of the services the Settlement Administrator will
4 perform include, among other things: (a) translating, printing, distributing, remailing (if
5 necessary), and tracking notice and other documents (*i.e.*, Notice of Class Action Settlement,
6 Objection Forms, Request for Exclusion Forms received) for the Settlement Agreement; (b)
7 calculating and distributing all payments to be made pursuant to the Settlement Agreement; (c)
8 sending Class Members reminder postcards for uncashed settlement checks; (d) setting up the
9 interest-bearing Qualified Settlement Fund (“QSF”); (e) providing any funds remaining in the
10 QSF as a result of uncashed settlement checks to the State Controller’s Unclaimed Property
11 Fund; (f) tax reporting; and (g) providing necessary reports and declarations to the Parties.

12 10. If the Agreement does not become effective in accordance with the terms of the
13 Agreement, this Preliminary Approval Order shall be rendered null and void to the extent
14 provided by and in accordance with the Agreement and shall be vacated. In such an event, all
15 orders entered and releases delivered in connection herewith shall be null and void to the extent
16 provided by and in accordance with the Agreement. Afterwards, each Party shall retain his or its
17 rights to proceed with litigation of the Action.

18 11. The Notice of Class Action Settlement shall be accompanied by the Objection
19 Form and Request for Exclusion Form that the Class Members may use. The Court hereby
20 approves, as to form and content, the Notice of Class Action Settlement, Objection Form, and
21 Request for Exclusion Form, (collectively, known as the “Notice Packet”) that are attached to
22 this Order as **Exhibits A-C** respectively. The Court approves the procedure set forth in the
23 Agreement for Class Members to participate in, opt out of, and object to the Agreement as set
24 forth in the Notice Packet.

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1 12. Prior to mailing, the Settlement Administrator shall perform a search based on the
2 National Change of Address Database for information to update and correct for any known or
3 identifiable address changes. The Settlement Administrator shall then send Class Members the
4 Court approved Notice Packet via regular First-Class U.S. Mail, using the most current, known
5 mailing addresses identified in the Class List. The Notice Packet shall include a calculation of
6 each Class Member's estimated Individual Settlement Payment. Class Members are not required
7 to submit claim forms to receive Individual Settlement Payments. The dates selected for the
8 mailing and distribution of the Notice Packet (as set forth below) meet the requirements of due
9 process, provide the best notice practicable under the circumstances, and constitute due and
10 sufficient notice to all persons entitled thereto:

- 11 a) Deadline for Defendant to provide the Class List to the Settlement Administrator:
12 within fifteen (15) calendar days of entry of the Court's Order Granting
13 Preliminary Approval.
- 14 b) Deadline for Settlement Administrator to mail the Notice Packet: within fifteen
15 (15) calendar days after the Settlement Administrator receives the Class List from
16 Defendant.
- 17 c) Deadline for Class Members to mail Request for Exclusion Forms to the
18 Settlement Administrator: within forty-five (45) calendar days from the initial
19 mailing of the Notice Packet by the Settlement Administrator.
- 20 d) Deadline for Class Members to mail Objection Forms to the Settlement
21 Administrator: within forty-five (45) calendar days from the initial mailing of the
22 Notice Packet by the Settlement Administrator.
- 23 e) Deadline for Class Members to mail written notice of disputes regarding the
24 information provided in their Notice Packets: within forty-five (45) calendar days
25 from the initial mailing of the Notice Packet by the Settlement Administrator.
- 26 f) Deadline for Class Counsel to file a Motion for Final Approval of Settlement and
27 a Motion for Attorneys' Fees and Costs: August 23, 2023.

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g) A Final Approval Hearing on the question of whether the Settlement Agreement, Attorneys' Fees and Costs to Class Counsel, and Class Representative Enhancement Payment to Plaintiff should be approved as fair, reasonable, and adequate: September 15, 2023 at 8:30 a.m.

13. Any Request for Exclusion Forms or Objection Forms shall be submitted to the Settlement Administrator rather than being filed with the Court. The Settlement Administrator is ordered to file with the Court a declaration with copies of any Request for Exclusion Forms and Objection Forms it received to the Settlement Agreement concurrently with the filing of the motion for final approval, authenticating a copy of every Request for Exclusion Form and Objection Form received by the Settlement Administrator.

14. The Court orders the Settlement Administrator to send copies of the Request for Exclusion Form and Objection Forms to the Parties' counsel.

15. Any Class Member may choose to opt out of and be excluded from the Agreement as provided in the Agreement and Notice Packet by using the Request for Exclusion Form mailed to them as a part of the Notice Packet. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Agreement and will not be bound by the terms of the Agreement or have any right to object, appeal, or comment thereon. Any Request for Exclusion Form must be in writing, signed by each such Class Member opting out, and must comply with the requirements delineated in the Agreement and Notice Packet. Class Members who have not requested exclusion by submitting a valid and timely Request for Exclusion Form by the deadline indicated within the Notice Packet shall be bound by all determinations of the Court, Agreement, and Order and Judgment after both Judgment is entered and the settlement is fully funded by Defendant.

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1 16. Any Class Member may object to and / or express his or her views regarding the
2 Agreement and may present evidence and briefs or other papers that may be proper and relevant
3 to the issues to be heard and determined by the Court as provided in the Notice Packet. Class
4 Members must make their objections in the manner provided for in the Agreement and Notice
5 Packet. Class Members who serve proper written Objection Forms do not need to, either
6 personally or through counsel, appear at the Final Approval Hearing for their objection to be
7 considered and do not need to file or serve, or to state in the Objection Form, a notice of
8 intention to appear at the Final Approval Hearing.

9 17. The Court orders the Settlement Administrator to give notice to any objecting
10 party of any continuance of the Final Approval Hearing by mail.

11 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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13 DATED: 05/24/2023

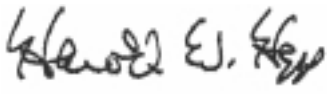
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13 _____
14 Honorable Harold W. Hopp
15 Riverside Superior Court Judge
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY RIVERSIDE

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

NICHOLAS MENDOZA, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

vs.

PROSSER ENTERPRISE, INC., a California
corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2203321

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 10

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains the settlement that has been reached regarding the above-titled lawsuit (Case No. CVRI2203321) (the “Action”). Moreover, this notice has been mailed alongside the Objection Form and Request for Exclusion Form for your possible use.

You are receiving this notice because the records of Defendant Prosser Enterprise, Inc. (formerly known as Cannon Fabrication, Inc.) (“Defendant”) indicate you are a current or former non-exempt employee employed by Defendant within the State of California at any time during the period from August 8, 2018 to July 18, 2022 (“Class,” “Class Member” and “Class Period”). You are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the settlement will not affect your employment with Defendant in any way whatsoever.

The Court has ordered this notice be sent to you because Defendant’s records indicate you are or were employed by Defendant as a Class Member. The purpose of this notice is to inform you of the proposed settlement of the Action. The notice is intended to: (1) describe the settlement, including how the settlement funds will be allocated and how the settlement may affect you; and (2) advise you of your rights and options with respect to the settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

On August 8, 2022, Plaintiff Nicholas Mendoza (“Plaintiff”), a former employee of Defendant, filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Riverside, against former defendant Canfab Management LLC f/k/a Cannon Fabrication, Inc. Plaintiff’s lawsuit alleged violation of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code sections 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor

Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200.

On November 29, 2022, Plaintiff filed a First Amended Complaint that changed Canfab Management LLC f/k/a Cannon Fabrication, Inc. with Defendant as the named defendant.

On January 17, 2023, Plaintiff and Defendant (collectively, known as the “Parties”) attended mediation with the mediator Jason Marsili, a well-respected mediator of class action lawsuits. Under the guidance of the mediator, the Parties reached a settlement.

Defendant denies it violated the law in any way and further denies the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this notice, or the settlement itself, or any actions to carry out the terms of the settlement, means Defendant admits any fault, guilt, negligence, wrongdoing, or liability whatsoever.

The Court has not ruled on whether Plaintiff’s allegations have any merit. By granting preliminary approval of the settlement, the Court has only determined there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the Final Approval Hearing. To avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, the Parties have agreed to resolve this matter in the amount of \$305,000. Class Members who do not exclude themselves from the settlement are entitled to receive a portion of this amount. This settlement is **not** an admission by Defendant of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The “Class” and “Class Members” are defined as all current and former non-exempt employees employed by Defendant within the State of California at any time during the period from August 8, 2018 to July 18, 2022. A “non-exempt employee” means an employee who is entitled to minimum wage and overtime wage pay if the employee worked more than eight (8) hours in a day or more than forty (40) hours in a week.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The following will occur when the settlement administration is completed, and the Court grants final approval to the settlement:

A. Defendant will pay \$305,000 to settle the claims of all Class Members (“Maximum Settlement Amount”). Within ten (10) calendar days from the Effective Date, Defendant will make a single payment of \$305,000 (including employer’s share of payroll taxes) into the Qualified Settlement Fund, which the Settlement Administrator will manage and establish.

- 1)** The “Effective Date” means the later of the following dates: (a) final approval by the Court; (b) if there are objections to the Settlement which are not withdrawn, and if an appeal, review, or writ is not sought from the Judgment, the sixty-first (61st) day after service of notice of entry of judgment; or (c) the dismissal or denial of an appeal, review, or writ, if the Judgment is no longer subject to judicial review.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay the following out of the Maximum Settlement Amount:

- 1)** Class Counsel’s attorneys’ fees of up to \$106,750;

- 2) Class Counsel's attorneys' costs as reimbursement for litigation costs and expenses incurred of up to \$20,000;
- 3) Class Representative Enhancement Payment of up to \$10,000 to Plaintiff; and
- 4) Settlement Administration Costs to the Settlement Administrator of up to \$10,000.

C. The Net Settlement Amount refers to the Maximum Settlement Amount less the above-mentioned Attorneys' Fees and Costs, Class Representative Enhancement Payment, and Settlement Administration Costs. The Net Settlement Amount is estimated to be \$158,250, and it will be distributed in its entirety through the Individual Settlement Payments that will be sent to the Class Members, described in detail below.

V. INDIVIDUAL SETTLEMENT PAYMENTS

Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period as a non-exempt employee in California.

The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member as a non-exempt employee in California during the Class Period and the aggregate total Workweeks worked by all Class Members as non-exempt employees in California during the Class Period.

Next, to determine the estimated Individual Settlement Payments, the Settlement Administrator will use the following formula: Net Settlement Amount will be divided by the aggregate total number of Workweeks worked by all Class Members during the Class Period, resulting in the Workweek Value for Class Members. Each Class Member's Individual Settlement Payment will then be calculated by multiplying each individual Class Member's total number of Workweeks worked by the Workweek Value for Class Members.

If you do not opt out of the settlement, you will be eligible to receive an Individual Settlement Payment, less applicable taxes. **It has been determined the number of Workweeks you worked for Defendant as a Class Member during the Class Period is: [REDACTED]. Your estimated Individual Settlement Payment is: \$[REDACTED].**

The estimated range of the Individual Settlement Payments is \$8.07 on the low end and \$3,875.51 on the high end.

VI. RELEASED CLAIMS

If the Court grants final approval of the settlement and you do not opt out of the settlement, then you will release Defendant from all causes of action and factual or legal theories stated in the operative complaint and those based solely upon the facts alleged in the operative complaint. This includes all claims for unpaid minimum wages, overtime, meal and rest period premiums/wages, unreimbursed expenses, recordkeeping, penalties, violation of Labor Code sections 201, 203, 218, 218.5, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1194.5, 1197, and 2802, Industrial Wage Commission Wage Order 1-2001, Business and Professions Code section 17200 as it relates to the underlying Labor Code claims referenced above and all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. The period of the Released Claims shall extend to the limits of the Class Period ("Released Claims"). The Released Claims shall not be effective until both the Judgment is entered, and the settlement is fully funded by Defendant.

The parties that will be released of the Released Claims include Defendant together with its officers, directors, and employees ("Released Parties").

VII. WHAT ARE MY OPTIONS?

A. *You may accept your share of the Maximum Settlement Amount and be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred twenty (120) calendar days from the date on which it is issued. After the one hundred twenty (120) calendar days expire, the check will become void and the funds from the uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund; or

B. *You may exclude yourself from the settlement, in which case you will not receive your Individual Settlement Payment, and you will not be bound by the settlement.* If you choose to be excluded from the settlement, by no later than **[ENTER DATE]** (within 45 calendar days after the initial mailing of this Notice Packet), you must complete the "Request for Exclusion Form" included in this Notice Packet and mail the Request for Exclusion Form to Phoenix Class Action Administration Solutions, the Settlement Administrator, located at P.O. Box 7208, Orange, California 92863. To be valid, your exclusion request must include the information contained within the "Request for Exclusion Form" along with your signature; or

C. *You may object to the settlement.* The procedures for objecting to the settlement are detailed in the "Objection Form" included in this Notice Packet. A more detailed explanation on the "Objection Form" and how to object is provided below under Section IX of this notice.

VIII. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a settlement check.

B. All Individual Settlement Payments will be allocated as follows: (1) twenty percent (20%) as wages; (2) forty percent (40%) as penalties; and (3) forty percent (40%) as interest. The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to interest and penalties. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. While the Settlement Administrator will make its best effort to ensure you receive your Individual Settlement Payment under the Net Settlement Amount, you are encouraged to notify either the Settlement Administrator or Class Counsel regarding any changes to your contact information.

D. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

IX. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you believe the settlement is unfair, and you want to tell the Court and the proponents of the settlement why you oppose it, you have a right to object to the settlement and tell the Court the reasons why you do not agree with the settlement. When you object to the settlement, you have an opportunity to explain to the judge why you believe the settlement is unfair and should not be finally approved. These procedures are your only opportunity to object to the settlement and ask the Court to listen to your point of view.

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To object, you must fill out the “Objection Form” included in this Notice Packet. Moreover, you must also explain your reasoning under the “I object to the Settlement for the following reasons” portion of the “Objection Form.” If you object to the settlement, you will also have the right to appear at the Final Approval Hearing. However, you are not required to appear Final Approval Hearing to have your objection considered. Alternatively, you may appear at the Final Approval Hearing even if you do not submit an Objection Form in person or through counsel and object orally. You must mail the “Objection Form” to the Settlement Administrator located at P.O. Box 7208, Orange, California 92863. The “Objection Form” must be postmarked by **ENTER DATE** (within 45 calendar days after the initial mailing of this Notice Packet).

X. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on September 15, 2023 at 8:30 a.m. in Department 10 of the Riverside Superior Court (Historic Courthouse) located at the 4050 Main Street, Riverside, California 92501 to decide whether the proposed settlement is fair, reasonable, and adequate. The Settlement Administrator will give notice to Class Members of any continuance of the Final Approval Hearing by mail.

You are not required to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have. But you are welcome to attend the Final Approval Hearing at your own expense.

XI. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the settlement. For more detailed information, you may view a complete copy of the settlement and any papers filed in the Action, which are on file with the Clerk of the Court (Case No. CVRI2203321). The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the clerk’s office of the Riverside Superior Court (Historic Courthouse) located at 4050 Main Street, Riverside, California 92501. You can also find the settlement (“Joint Stipulation and Settlement Agreement”) by accessing the Court’s website at <<https://epublic-access.riverside.courts.ca.gov/public-portal/>>. The most recent version of the settlement was attached as Exhibit 3 to the Supplemental Declaration of Douglas Han In Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement that was filed with the Court on April 20, 2023.

If you have any questions, you can call the Settlement Administrator at (800) 523-5773 or the Parties’ counsel (see below for phone numbers, email information, and physical mailing address.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

JUSTICE LAW CORPORATION

Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Tel: (818) 230-7502 / Fax: (818) 230-7259
dhan@justicelawcorp.com
statavos@justicelawcorp.com
jrothman@justicelawcorp.com

ATTORNEYS REPRESENTING DEFENDANT

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Ronald W. Novotny

Joshua N. Lange

12800 Center Court Drive South, Suite 300

Cerritos, California 90703-9364

Tel: (562) 653-3200 / Fax: (562) 653-3333

RNovotny@aalrr.com

Joshua.Lange@aalrr.com

PLEASE DO NOT CALL THE COURT REGARDING THIS SETTLEMENT

EXHIBIT B

OBJECTION FORM

Nicholas Mendoza v. Prosser Enterprise, Inc.
Case No. CVRI2203321

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the Settlement.</u> You will not receive any share of the Settlement and will not release the released claims as described in Section VI of the accompanying notice.
OBJECT	If you so choose, you may object to the Settlement.

TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS AT P.O. BOX 7208, ORANGE, CALIFORNIA 92863.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE
SETTLEMENT.**

I object to the Settlement for the following reasons:

(Attach additional pages if necessary.)

Signed on _____

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Nicholas Mendoza v. Prosser Enterprise, Inc.
Case No. CVRI2203321

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement, receive your share of the Settlement, and no action is required.
EXCLUDE YOURSELF	<u>Get no payment for the Settlement.</u> You will not receive any share of the Settlement and will not release the released claims as described in Section VI of the accompanying notice.
OBJECT	If you so choose, you may object to the Settlement.

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE] TO PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS AT P.O. BOX 7208, ORANGE, CALIFORNIA 92863.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any): _____

[LAST 4 DIGITS OF SOCIAL SECURITY NUMBER] _____

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT. IF YOU WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.

By signing and completing the below, I agree to the following:

I do not want to participate in the Settlement of the *Nicholas Mendoza v. Prosser Enterprise, Inc.* (Case No. CVRI2203321). I understand by not participating and excluding myself from the Settlement, I will not receive an Individual Settlement Payment.

Signed on _____

Signature: _____