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FILED
ALAMEDA COUNTY

JUN 05 2023

CLERK OF THE SUPERIOR COURT

By Nicole Haddad

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

VICTOR MORENO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

TC TRANSCONTINENTAL U.S.A. INC., a
New York corporation; HEARST
COMMUNICATIONS, INC., a Delaware
corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: RG21099845

Assigned for All Purposes to:
Honorable Evelio Grillo
Department 21

CLASS ACTION

~~AMENDED [PROPOSED]~~ **ORDER
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT AND SETTING
HEARING FOR FINAL APPROVAL OF
SETTLEMENT**

[Reservation ID: 618074597770]

Hearing Date: June 2, 2023
Hearing Time: 9:00 a.m.
Hearing Place: Department 21

Complaint Filed: May 18, 2021
FAC Filed: May 6, 2022
Trial Date: None Set

1 The Court, having read and considered the papers filed in support of the motion, the proposed
2 settlement documents, the arguments of counsel, and good cause appearing therefore;

3 **IT IS HEREBY ORDERED:**

4 1. This Order incorporates by reference the definitions in the Class Action Settlement
5 Agreement and Class Notice (“Settlement Agreement,” “Settlement,” or “Agreement”), and all terms
6 defined therein shall have the same meaning in this Order as set forth in the Settlement.

7 2. It appears to the Court on a preliminary basis the Settlement is fair, adequate, and
8 reasonable. The Court recognizes the value of the monetary recovery provided to all Class Members
9 and finds such recovery is fair, adequate, and reasonable when balanced against further litigation. It
10 appears the Parties have conducted significant investigation, discovery, and research such that both
11 Parties’ counsel are able to reasonably evaluate their positions at this time. It further appears the
12 Settlement, at this time, will avoid substantial additional costs by all Parties and avoid the risks and
13 delay inherent in further prosecution. It also appears the Parties reached the Settlement as the result of
14 intensive, serious, and non-collusive, arm’s-length negotiations facilitated by an experienced and
15 neutral mediator. Thus, on a preliminary basis, the Court finds the Settlement appears to be within the
16 range of reasonableness of a settlement that could be given final approval by this Court. Accordingly,
17 the Motion for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

18 3. The following persons are conditionally certified as “Class Members” or the “Class”
19 for settlement purposes only: all current and former hourly-paid or non-exempt employees of
20 Defendants TC Transcontinental U.S.A. Inc. (“TC”) and Hearst Communications, Inc. (“Hearst”)
21 (collectively, “Defendants”) within the State of California at the facility located at 47540 Kato Road,
22 Fremont, CA 94538, at any time during the period from November 19, 2016 to December 31, 2022.
23 “Participating Class Members” means Class Member who do not submit valid and timely Requests
24 for Exclusion from the Settlement.

25 4. The Class satisfies the certification requirements of a class because the Class Members
26 are readily ascertainable, and a well-defined community of interest exists in the questions of law and
27 fact. If the Settlement Agreement does not become final and effective, the fact the Parties were willing
28 to stipulate to certification of the Class as part of the Settlement Agreement shall have no bearing on

1 and shall not be admissible or used in any way in connection with the question of whether the Court
2 should certify any claims in a non-settlement context in this case or in any other lawsuit.

3 5. Plaintiff Victor Moreno (“Plaintiff”) is appointed as the class representative.

4 6. Douglas Han, Shunt Tatavos-Gharajeh and Talia Lux of Justice Law Corporation are
5 appointed as Class Counsel.

6 7. The Parties’ notice plan is constitutionally sound and hereby approved as the best
7 notice practicable. The Court Approved Notice of Class Action and Hearing Data for Final Court
8 Approval (“Class Notice”), attached hereto as **Exhibit A**, is sufficient to inform Class Members of the
9 terms of the Agreement, their rights to receive monetary payments under the Agreement, and the date
10 and location of the Final Approval Hearing. In addition, the Class Notice fairly, plainly, accurately,
11 and reasonably informs Class Members of: (a) nature of the action, definition of the Class, identity of
12 Class Counsel, and material terms of the Agreement; (b) application for the Class Counsel Fees
13 Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment; (c)
14 formulas used to determine each Participating Class Member’s Individual Class Payment; (d) Class
15 Members’ right to appear through counsel if they desire; (e) how to object to or submit a Request for
16 Exclusion from the Agreement; and (f) how to obtain additional information. The Court finds the
17 notice requirements of California Rule of Court, rule 3.769, subdivision (f), are satisfied and that the
18 Class Notice adequately advises Class Members of their rights. The Parties’ counsel are authorized to
19 correct any typographical errors in the Class Notice and make clarifications, to the extent they are
20 found or needed. But such corrections must not materially alter the substance of the Class Notice and
21 other notice documents.

22 8. The rights of any potential dissenters to the Settlement are adequately protected in that
23 dissenters may exclude themselves from the Settlement and, by extension, the Released Class Claims.

24 9. To the extent permitted by law, pending a determination as to whether the Agreement
25 should be approved, Class Members, whether directly, representatively, or in any other capacity,
26 whether or not such persons have appeared in this case, shall not institute or prosecute any of the
27 Released Class Claims against the Released Parties.

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1 10. Phoenix Class Action Settlement Administrators is appointed to act as the
2 Administrator, pursuant to the terms set forth in the Settlement Agreement. The Administrator is
3 ordered to carry out the settlement administration according to the terms of the Settlement Agreement
4 and in conformity with this Order.

5 11. No later than fifteen (15) business days after the Court grants Preliminary Approval
6 of the Settlement, Defendants will deliver the Class Data to the Administrator in the form of a
7 Microsoft Excel spreadsheet. The Class Data will include each Class Member's: (a) name; (b) last-
8 known mailing address; (c) Social Security Number; and (d) number of Class Period Workweeks
9 ("Class Data").

10 12. Before mailing Class Notices, the Administrator shall update Class Member addresses
11 using the National Change of Address Database. Using best efforts to perform as soon as possible, and
12 in no event later than fourteen (14) business days after receiving the Class Data, the Administrator will
13 send to all Class Members identified in the Class Data, via first-class United States Postal Service
14 ("USPS") mail, the Class Notice.

15 13. Not later than ten (10) days after the Administrator's receipt of any Class Notice
16 returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any
17 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
18 Administrator shall conduct a Class Member Address Search, and remail the Class Notice to the most
19 current address obtained. The deadlines for Class Members' written objections, Challenges to
20 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ten (10)
21 days beyond the original Response Deadline otherwise provided in the Class Notice for all Class
22 Members whose notice is remailed.

23 14. The procedures and 45-day deadline ("Response Deadline") for Class Members to
24 request exclusion from the Settlement, object to the Settlement, and challenge the Workweeks and/or
25 Pay Periods is adopted as described in the Settlement.

26 15. A Request for Exclusion must include the Class Member's name, present address,
27 telephone number, and a simple statement electing to be excluded from the settlement. To be valid, a
28 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

1 16. Participating Class Members may send written objections to the Administrator by fax,
2 email, or mail. Participating Class Members may also appear in Court (or hire an attorney to appear in
3 Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who
4 elects to send a written objection to the Administrator must do so by the Response Deadline.

5 17. Each Class Member may challenge the number of Class Workweeks allocated to them
6 in the Class Notice by communicating with the Administrator via fax, email, or mail by the Response
7 Deadline.

8 18. At the Final Approval Hearing, the Court will determine whether the Settlement
9 Agreement should be granted final approval as fair, reasonable, and adequate. The Court reserves the
10 right to continue the date of the Final Approval Hearing without further notice to the Class Members.
11 The Court also retains jurisdiction to consider all further applications arising out of or in connection
12 with the Settlement Agreement.

13 19. The Parties are ordered to carry out the Settlement Agreement according to the terms
14 of the Settlement Agreement.

15 20. Pending further orders of this Court, all proceedings in this matter, except those
16 contemplated in this Preliminary Approval Order and in the Settlement Agreement, are stayed.

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21. The dates for future events contemplated herein and under the Settlement Agreement are set forth below:

a.	Deadline for Defendants to deliver Class Data to Administrator	Within fifteen (15) business days after the Court grants Preliminary Approval of the Settlement
b.	Deadline for Administrator to mail the Class Notices to Class Members	Within fourteen (14) business days after the Administrator receives the Class Data
c.	Deadline for Class Members to send Requests for Exclusion, written objections, and/or challenges to the Administrator	Within forty-five (45) days after the Administrator mails Class Notice
d.	Deadline for Class Members to send Requests for Exclusion, written objections, and/or challenges to the Administrator if they receive remailed Class Notices	Within an additional ten (10) days beyond the original Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Within sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Final Approval Hearing	_____, at _____ a.m./p.m. in Department 21

IT IS SO ORDERED.

JUN 05 2023

Dated: _____

By:  _____

Honorable Evelio Grillo
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE 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.*

The California Superior Court, County of Alameda, has granted preliminary approval of a proposed settlement ("Settlement") of the above-captioned class action (referred to in this Notice as the "Action"). Because your rights may be affected by this 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 current or former hourly-paid or non-exempt employees employed by Defendants within the state of California at the facility located at 47540 Kato Rd, Fremont, CA 94538 at any time between November 19, 2016, and December 31, 2022.

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

Defendants have agreed to pay an "all in" amount of One Million One Hundred Twenty Nine Thousand Dollars (\$1,129,000) (the "Gross Settlement Amount") to fund the settlement of this Action. The Gross Settlement Amount includes all payments, including: (1) the Individual Settlement Shares to all Class Members who did not submit a valid and timely request to exclude themselves from the Class Action Settlement and who will have released the Released Claims ("Participating Class Members"); (2) the Class Representative Enhancement Payment to Plaintiff up to \$10,000; (3) the Administration Costs to the Settlement Administrator up to \$10,000; and (4) the Attorney Fee Award for the payment of attorneys' fees of up to \$376,333.33 and Cost Award of up to \$20,000. The remaining sum, estimated at \$ [REDACTED] is the "Net Settlement Amount", which shall be distributed to all Participating Class Members.

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

WHAT INFORMATION IS IN THIS NOTICE

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1. *Why Have I Received This Notice?*

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit pending in the Superior Court of California, County of Alameda (the “Court”) has been reached between Plaintiff Victor Moreno (“Plaintiff”) and T.C. Transcontinental U.S.A. Inc. and Hearst Communications, Inc. (“Defendants”). The Court has granted preliminary approval of the Settlement and ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The personnel and business records of Defendants indicate that you may be a Class Member for the purposes of the Class Action Settlement, as described below. The Class Action Settlement will resolve all Class Members’ Released Claims, as described below, from November 19, 2016, to December 31, 2022.

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 to advise you of the Class Action Settlement’s impact on your rights and outline options you may take.

The Court has determined that there is sufficient evidence to suggest that the proposed Class Action Settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2022 at [time a.m./p.m.], before the Honorable Evelio Grillo, at the Superior Court for the County of Alameda, County Administrative Building, located at 1221 Oak Street, Oakland, California 94612, Department 21.

2. *What Is This Case About?*

On May 18, 2021, Plaintiff Victor Moreno commenced a lawsuit in the Superior Court of California, County of Alameda, against Defendants. The Class Action Complaint is captioned *Victor Moreno, individually, and on behalf of other members of the general public similarly situated v. T.C. Transcontinental U.S.A. Inc. et al.*, Case No. RG20063513.

Plaintiff alleges class action claims, on behalf of himself and Class Members, against Defendants for alleged violations of California wage-and-hour requirements, including (1) violation of Labor Code sections 510 and 1198 (Unpaid Overtime); (b) violation of Labor Code sections 226.7 and 512 (Unpaid Meal Period Premiums); (c) violation of Labor Code section 226.7 (unpaid Rest Period Premiums); (d) violation of Labor Code sections 1194 and 1197 (Unpaid Minimum Wages); (e) violation of Labor Code sections 201, 202 and 203 (Final Wages Not Timely Paid); (f) violation of Labor Code section 226(a) (Non-Compliant Wage Statements); (g) violation of Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (h) violations of Business & Professions Code sections 17200, *et seq.* Plaintiff's class action claims sought damages, restitution, statutory penalties, interest, costs, attorney's fees and other relief. The portion of the Settlement settling the class action claims – the Class Members' Released Claims, as described below, during the Class Period – is referred to herein as the "Class Action Settlement."

Defendants deny and dispute all of Plaintiff's claims and by resolving this case, specifically deny any liability. Specifically, Defendants contend that Plaintiff and the Class Members were properly compensated for wages under California law; that Defendants provided Plaintiff and the Class Members with all required meal periods and rest breaks; that Defendants did not fail to pay to Plaintiff or any Class Members any required expense reimbursements; that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class or representative action at trial.

This Notice concerns your rights and options with respect to the Class Action Settlement.

The Court has not decided whether Defendants or Plaintiff are correct. Plaintiff would have still had to prove his claims at a trial on a class-wide basis. However, to avoid additional expense, inconvenience, and risks of continued litigation, the parties have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this Notice. The Settlement was reached after arms-length non-collusive negotiations between the parties. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

3. *Am I A Class Member?*

You are a Class Member if you were employed by Defendants (as defined herein) as a hourly-paid or non-exempt employee within the state of California at the facility located at 47540 Kato Rd, Fremont, CA 94538 at any time between November 19, 2016, and December 31, 2022 (the "Class," "Class Members," and "Class Period"). If you qualify as a Class Member, you could receive money from the Class Action Settlement.

4. *How Does This Class Action Settlement Work?*

In his Action, Plaintiff sued on behalf of himself and all other similarly situated employees who were employed by Defendants as hourly-paid or non-exempt employees in California at the facility located at 47540 Kato Rd. Fremont, CA 94538 at any time during the Class Period. Plaintiff and other current and former employees comprise a "Class" and are "Class Members," as defined above. The Class Action Settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Class Action Settlement is fair and reasonable. The Court must also review the terms of the Class Action Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant T.C. Transcontinental U.S.A., Inc.
<p>JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Talia Lux 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502</p>	<p>FORD HARRISON, LLP Daniel Chammas Jennifer McGeorge 350 South Grand Avenue, Suite 2300 Los Angeles, CA 90071 Telephone: (213) 237-2400</p>
	<p>Attorneys for Defendant Hearst Communications, Inc.</p> <p>SEYFARTH SHAW LLP Christopher A. Crosman Richard Lapp 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 Telephone: (310) 277-7200</p>

The Court has decided that Justice Law Corporation is qualified to represent the Class Members simultaneously for the purposes of this Settlement. Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Class Action Settlement and 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: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** You do not have to do anything in order to receive payment under this Class Action Settlement.

If you do nothing and the Court grants final approval of the Class Action Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Share (explained below) based on the total number of workweeks you were employed by Defendants as an hourly-paid or non-exempt employee in California at the facility located at 47540 Kato Rd, Fremont, CA 94538 during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a Class Action Settlement payment**, you may “opt-out,” and you will not be part of this Class Action Settlement. If the Court grants final approval of the Class Action Settlement, you will not receive an Individual Settlement Share payment, and you will not give up the right to sue the Released Parties, including Defendants, for any Released Claims as defined in Section No. 9 below.
- **OBJECT:** You can ask the Court to deny approval of this Class Action Settlement by filing an objection or by appearing at the final approval hearing and verbally lodging your objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Class Action Settlement and opt out of the case.

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

7. *How Do I Opt Out Or Exclude Myself From This Class Action Settlement?*

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Share payment**, you can exclude yourself from the Class Action Settlement (*i.e.*, “opt-out”) by sending an opt-out form by the date and to the address stated below. A form ELECTION NOT TO PARTICIPATE IN CLASS ACTION SETTLEMENT (“OPT-OUT FORM”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes all of the same information. If you opt-out of the Class Action Settlement, you will not be bound by the Class Action Settlement, and therefore you will not release the claims set forth in Section No. 9. The Exclusion Form must be complete, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than _____, 2023** to: **Victor Moreno v. T.C. Transcontinental C/O PHOENIX CLASS ACTION SETTLEMENT ADMINISTRATORS, [INSERT ADDRESS]**.

If you received a re-mailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark an Exclusion Form until _____, 2023. The envelope that you received with this Class Notice should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member

who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Class Action Settlement, release, and any Judgment entered in the Action if the Class Action Settlement receives final approval from the Court.

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

If you are a Class Member who does not opt-out of the Class Action Settlement, you may object to the Class Action Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by [the Response Deadline]. If you received a re-mailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark a written objection until _____, 2023. If you choose to object in writing, your objection must state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel even if they did not submit a written objection. Class Members' timely and valid objections to the Class Action Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

Due to the COVID-19 pandemic, the Court may not be open to the public for the Final Approval Hearing. If you wish to appear remotely to object, you should contact the Clerk of the Court two days in advance of the hearing for instruction on how to log into the Court's videoconferencing system. The Court's clerk may be reached by phone at (510) 267-6935 or Email: Dept19@alameda.courts.ca.gov

9. *How Does This Settlement Affect My Rights?*

If the proposed Class Action Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Class Action Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendants TC Transcontinental U.S.A. Inc., Hearst Communications, Inc., and their parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), employees, and stockholders. ("Released Parties"). The Released Claims are as follows:

Released Claims.

The released claims means all claims alleged or that could have been alleged based on the factual allegations and legal assertions made in the operative complaint, which arose during the Class Period (collectively, the "Released Claims"). The *res judicata* effect of the Final Approval will be the same as that of the Release.

10. How Much Can I Expect to Receive From This Settlement?

Defendants will pay, subject to Court approval, a Gross Settlement Amount of \$1,129,000 to cover: (1) the Individual Settlement Shares to all Class Members participating in the Class Action Settlement ("Participating Class Members"); (2) the Class Representative Enhancement Payment to Plaintiff up to \$10,000; (3) the Administration Costs to the Settlement Administrator up to \$15,000; and (4) the Attorney Fee Award for the payment of attorneys' fees of up to \$376,333.33 and Cost Award of up to \$20,000 supported by declaration.

After deducting the Class Representative Enhancement Payment, Administration Costs, Attorney Fee Award, and Cost Award, the remaining sum, estimated at \$_____ is the "Net Settlement Amount", which shall be distributed to all Participating Class Members, subject to applicable withholdings pursuant to the terms of the approved Class Action Settlement. The Settlement Administrator will calculate the Individual Settlement Shares for Participating Class Members. The Individual Settlement Share is calculated based on each Participating Class Member's pro-rata share of the Net Settlement Amount based on workweeks during the Class Period as follows: (1) the number of weeks he or she worked as an hourly-paid, non-exempt worker, who performed work at Defendants' facility located at 47540 Kato Rd, Fremont, CA 94538 within the State of California during the Class Period, divided by (2) the total number of weeks worked by all Participating Class Members collectively during the Class Period, which is then multiplied by the Net Settlement Amount.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Class Action Settlement concludes, based upon the calculation above, your approximate Individual Settlement Share is as follows: \$_____, less applicable withholdings. This is based on Defendants' records, which show you worked _____ workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. Any evidence submitted will be carefully weighed, and the Class Counsel and Counsel for Defendants, together with the Settlement Administrator will make a final determination.

Thirty percent (30%) of your Individual Settlement Share payment will be treated as wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share payment only and reported on an IRS Form W-2. The remaining seventy percent (70%) of your Individual Settlement Payment will be treated as penalties, interest, and reimbursement and will be paid pursuant to an IRS Form 1099.

No later than twenty-one (21) business days after the Effective Final Settlement Date, Defendants shall deposit the Gross Settlement Amount of \$1,129,000 needed to pay the entire Gross Settlement by wiring the funds to the Settlement Administrator as well as any additional sums necessary to account for the employers' share of payroll taxes. Your Individual Settlement Share payment will be distributed within approximately fourteen (14) calendar days of the funding of the entire Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the uncashed amount to Legal Aid At Work.

11. How Will the Attorneys for the Class and the Class Representative Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed one-third (1/3) of the Gross Settlement Amount (or \$376,333.33) for the Attorney Fee Award, and up to \$20,000 for the Cost Award.

Defendants have paid all their own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

12. How Do I Get More Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "T.C. Transcontinental class action settlement."

This Notice does not contain all 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 at County Administrative Building, located at 1221 Oak Street, Oakland, California 94612, between 8:30 a.m. and 4:00 p.m.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website at <https://eportal.alameda.courts.ca.gov/?q=node/388>. After arriving at the website, click the "CASE NUMBER SEARCH" link, create an account, then enter RG21099845 as the case number and click "SEARCH." Images of every document filed in the case may be viewed through the "DOWNLOAD DOCUMENT" button at the top right of the page at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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