

**FILE**  
San Francisco County Superior Court



APR 18 2017

CLERK OF THE COURT

BY: [Signature]  
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

MARTIN GONZALEZ, et al.

Plaintiffs,

v.

MATAGRANO INC., et al.,

Defendant.

Case No. CGC-16-550494

**ORDER PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT**

Plaintiffs MARTIN GONZALEZ and JUAN PEREZ ('Plaintiffs' or 'Class Representatives') filed an unopposed Motion For Conditional Certification Of Class And Preliminary Approval Of Class Action Settlement and supplemental papers requesting an order preliminarily approving the settlement of the above-entitled action in accordance with the Amended Joint Stipulation for Class Action Settlement and Release (the 'Settlement'), entered into by Plaintiffs and Defendant Matagrano Inc. The motion is granted as follows.

1. This Order incorporates by reference the definitions in the Settlement and all terms defined in the Settlement have the same meaning in this Order.
2. The Settlement is preliminarily approved as it appears that the Settlement is fair, adequate and reasonable; the settlement allocations are within the range of reasonableness of a settlement that could ultimately be given final approval by this Court, and to be the product of arm's-length and informed negotiations, to treat the Class fairly, and to be presumptively valid, subject to any objections that may be raised at or before the Final Approval and Fairness Hearing.
3. It appears the Class Members are ascertainable and sufficiently numerous that joinder of all Class Members is impracticable, there are questions of law and fact common to the Class

that predominate over any questions affecting only individual Class Members, the Plaintiffs' claims are typical of those in the Class, class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner, the Class Representatives can fairly and adequately protect the Class's interests, and Class Counsel are qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and for the Class.

4. Accordingly, solely for purposes of effectuating this Settlement, this Court conditionally certifies the Class and preliminarily approves the definition of the terms "Covered Position(s)" and "Class Period." The Class is defined as all persons who were employed by Defendant in California in one or more Covered Position(s) during the Class Period. The term "Class Period" means the period from February 18, 2012 through the date of this Order. The term "Covered Position(s)" means any of the following hourly positions: (1) ball park; (2) breakage; (3) building maintenance; (4) dock; (5) draught line cleaner; (6) draught technician; (7) driver; (8) driver helper; (9) driver part-time; (10) driver-SF; (11) driver-SM; (12) line cleaner; (13) loader; (14) loader – lead; (15) loading & receiving; (16) merchandiser; (17) merchandiser-SF; (18) merchandiser-SM; (19) POS merchandiser; (20) purchasing; (21) receiving & strip.; (22) routing; (23) shelf set merchandiser; (24) shipping & receiving within the driver and warehouse departments; (25) special event coordinator; (26) strip; (27) warehouse; (28) warehouse night loader; (29) warehouse part-time; (30) warehouse stripper; or (31) weekend merchandiser.
5. The Court hereby preliminarily appoints as Class Counsel for settlement purposes only Kenneth H. Yoon and Stephanie E. Yasuda, Law Offices of Kenneth H. Yoon, and Douglas Han, Justice Law Corporation, as Class Counsel. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such individual's own choosing and at such individual's own expense. Any Class

Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. The Court hereby preliminarily appoints and designates Plaintiffs for settlement purposes as the Class Representatives of the Class.
7. Should (for whatever reason) the Settlement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.
8. The Court hereby approves, as to form and content, the Notice of Proposed Class Action Settlement to be distributed to Class Members attached as Exhibit A to this Order. The distribution of the Notice of Proposed Class Action Settlement, substantially in the manner and form set forth in the Settlement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
9. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and hereby directs (a) Defendant to provide to the Settlement Administrator within twenty (20) calendar days after this Order has been entered the Class List containing the information required in the Settlement and (b) the Settlement Administrator to mail or cause to be mailed to Class Members the Notice Packet, by first class mail within ten calendar days of receipt of the Class List and using the procedures set forth in the Settlement.
10. The parties must ensure that either of their counsel, or the Administrator, maintains a web site at least through the date of the final fairness hearing which makes available *all* papers (motions, orders, etc.) filed in connection with the motion for preliminary approval. The site must be operational by the date of the mailing of the Notice Packet. The Notice Packet must inform the recipient of the website address under the caption "Additional Information".

11. All costs of mailing of the Notice Packet, whether foreseen or not, shall be paid from the Settlement Administration Costs, including the cost of searching for Class Members' addresses as provided in the Settlement.
12. A "Final Approval and Fairness Hearing" shall be held before this Court on August 8, 2017, at 9:00 a.m. in Department 304 of the Superior Court, County of San Francisco, located at 400 McAllister Street, San Francisco, California 94102 to determine all necessary matters concerning the terms of the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; the consideration of any objections to the settlement; whether a Judgment, as provided in the Settlement, should be entered; whether the allocation set out in the Settlement should be approved as fair, adequate, and reasonable to the Settlement Class Members; and to review and approve Class Counsel's Fees Award and Cost Award, any enhancement or service payments to the Class Representatives, and Administration costs.

Date	Event
Ten calendar days after receiving the Class List from Defendant i.e., <b>Not later than May 18, 2017</b>	Last day for the Settlement Administrator to mail Notice Packets to all Class Members.
Sixty calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 60th day falls on a Sunday or U.S. postal holiday, in which case the deadline will be extended to the next day on which the U.S. Postal Service is open, i.e. <b>Not later than July 17, 2017</b>	Last day for Class Members to timely mail their Requests for Exclusion, Notices of Objection, or Notices of Dispute, except as otherwise provided in the Settlement concerning curing defective Request for Exclusion.
Ten calendar days before the Final Approval and Fairness Hearing, i.e., <b>Not later than July 28, 2018</b>	Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payments. These filings include copies of all objections, and also include any responses to objections. Last day for Settlement Administrator to submit its declaration re administration process and costs.

13. If any Class Member (who does not opt-out of the Settlement) desires to dispute his or her employment dates or the Individual Gross Pay Earned reported in the Notice Packet, the Class Member may challenge the information by following the instructions set forth in the Settlement and the Notice of Proposed Class Action Settlement and within the required time period described there. Such challenges shall be resolved pursuant to the procedures set out in the Settlement and the Notice of Proposed Class Action Settlement.

14. Any Class Member may choose to opt-out of and be excluded from the Class by following the instructions for submitting a Request for Exclusion as set forth in the Settlement and Notice of Proposed Class Action Settlement and within the required time period described there. Any person who opt-outs will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment on the Settlement. Class Members who do not opt-out shall be bound by all determinations of the Court, the Settlement and the Final Judgment.


15. Class Members who do not opt-out may object to or make comments on the Settlement, by following the instructions for filing and serving a Notice of Objection set out in the Settlement and the Notice of Proposed Class Action Settlement and within the required time period described there. The Court retains final authority with respect to the consideration and admissibility of any objections.

16. The Settlement is not a concession or admission, and shall not be used against any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by any of the Released Parties.

17. In the event the Settlement is not finally approved or is terminated, canceled or fails to become effective for any reason, the Parties will be returned to their former positions, and specifically the provisional certification will be of no effect.

18. The Court reserves the right to adjourn or continue the date of the Final Approval and Fairness Hearing and all dates provided for in the Settlement without further notice to Class Members.

Dated: April 18, 2017



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Curtis E.A. Karnow  
Judge of the Superior Court

# **EXHIBIT A**

*Gonzalez et al. v. Matagrano Inc.*, No. CGC-16-550494, San Francisco County Superior Court  
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*This is a court-authorized notice. This is not a solicitation from a lawyer.*

*You are not being sued. This Notice affects your rights. Please read it carefully. There are important deadlines below.*

**To:** All persons who were employed by Matagrano Inc. in California in one or more of the following hourly positions at any time during the period from February 18, 2012 through [INSERT THE DATE OF ENTRY OF PRELIMINARY APPROVAL]: (1) ball park; (2) breakage; (3) building maintenance; (4) dock; (5) draught line cleaner; (6) draught technician; (7) driver; (8) driver helper; (9) driver part-time; (10) driver-SF; (11) driver-SM; (12) line cleaner; (13) loader; (14) loader – lead; (15) loading & receiving; (16) merchandiser; (17) merchandiser-SF; (18) merchandiser-SM; (19) POS merchandiser; (20) purchasing; (21) receiving & strip.; (22) routing; (23) shelf set merchandiser; (24) shipping & receiving within the driver and warehouse departments; (25) special event coordinator; (26) strip; (27) warehouse; (28) warehouse night loader; (29) warehouse part-time; (30) warehouse stripper; or (31) weekend merchandiser (“Class Members” or “Class”).

Judge Curtis E.A. Karnow of the San Francisco County Superior Court has granted preliminary approval of a proposed class action settlement and ordered the litigants to notify all Class Members of the settlement terms. You have received this notice because Defendant Matagrano Inc.’s (“Matagrano” or “Defendant”) records indicate that you are a Class Member, and therefore may be eligible to receive a payment from the settlement.

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Settlement Class Member and, if the Court grants final approval of the settlement and after resolution of any appeals, you will be mailed a check for your share of the settlement fund. Your legal rights are affected whether you act or don’t act. Read this notice carefully.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [INSERT TIME] on [INSERT DATE] in Department 304 of the San Francisco County Superior Court located at 400 McAllister Street, San Francisco, California 94102. You are not required to attend the Hearing.

#### **Summary of the Litigation**

Plaintiffs Martin Gonzalez and Juan Perez (collectively, “Plaintiffs”), on their behalf and on behalf of other non-exempt employees of Defendant, allege that Defendant violated California state labor laws as a result of alleged failures to, among other things: (1) provide meal and rest periods; (2) pay minimum, straight time and overtime wages; (3) timely pay wages within the appropriate time period, including upon termination; and (4) provide accurate, itemized wage statements and maintain accurate payroll records. Plaintiffs also allege Defendant violated California Business and Professions Section 17200, *et seq.* and seek penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Section 2698, *et seq.*

After exchanging information and evidence, the parties had a mediation to attempt to informally resolve the claims in the case. With the assistance of private mediator Lynn Frank, the parties settled the case.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, the Law Offices of Kenneth H. Yoon and the Justice Law Corporation (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense

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of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

The settlement is a compromise. The two sides disagree on how much money, if any, might have been awarded if the lawsuit went to trial. The Court did not find that Defendant violated the law. Defendant denies all allegations of wrongdoing and maintains it complied at all times with applicable laws, rules, and regulations at issue in the litigation.

### **Summary of The Proposed Settlement Terms**

#### **Settlement Allocation**

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a settlement payment allocated as follows: (1) a Net Settlement Amount of \$774,000 used to pay Individual Settlement Payments to all Settlement Class Members as described below; (2) Class Representative Enhancement Payments of \$12,000 to Martin Gonzalez and \$5,000 to Juan Perez for their services on behalf of the class; (3) \$477,750 in attorneys' fees; (4) up to \$25,000 in litigation costs and expenses; (5) a \$56,250 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with PAGA; and (6) reasonable Settlement Administrator's fees and expenses of up to \$15,000 (currently estimated at \$8,505.60). If the Court decreases any of the amounts listed in categories (2) through (6) herein, the difference will be added to the Net Settlement Amount to increase the overall amount of the Net Settlement Amount. For example, if the Court only awards \$20,000 in litigation costs and expenses (category 4), the additional \$5,000 will be added to the Net Settlement Amount, increasing the total Net Settlement Amount to \$779,000.

#### **Individual Settlement Payments**

The Individual Settlement Payments will be available for distribution to Settlement Class Members from the Net Settlement Amount. There are approximately [INSERT NUMBER FOR CLASS MEMBERS] Class Members.

The Net Settlement Amount will be apportioned based on each Class Member's Individual Gross Pay Earned, which is the total gross pay earned by the individual Class Member while working in one or more of the Covered Position(s) described below during the Class Period, which is from February 18, 2012 through [INSERT THE DATE OF ENTRY OF PRELIMINARY APPROVAL].

A "Covered Position(s)" means any of the following hourly positions: (1) ball park; (2) breakage; (3) building maintenance; (4) dock; (5) draught line cleaner; (6) draught technician; (7) driver; (8) driver helper; (9) driver part-time; (10) driver-SF; (11) driver-SM; (12) line cleaner; (13) loader; (14) loader – lead; (15) loading & receiving; (16) merchandiser; (17) merchandiser-SF; (18) merchandiser-SM; (19) POS merchandiser; (20) purchasing; (21) receiving & strip.; (22) routing; (23) shelf set merchandiser; (24) shipping & receiving within the driver and warehouse departments; (25) special event coordinator; (26) strip; (27) warehouse; (28) warehouse night loader; (29) warehouse part-time; (30) warehouse stripper; or (31) weekend merchandiser.

Defendant will calculate the Individual Gross Pay Earned by each Class Member. Then, Defendant will add all the Individual Gross Pay Earned for each Class Member to arrive at the Total Gross Pay Earned, which means the total gross pay earned by all Class Members while working in one or more of the Covered Position(s) during the Class Period.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

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To determine each Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: (Individual Class Member's Individual Gross Pay Earned ÷ Total Gross Pay Earned) × (the Net Settlement Amount) = Individual Settlement Payment.

Each Individual Settlement Payment is subject to applicable deductions and tax withholdings. IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting payments distributed pursuant to the settlement. Class Members should consult their tax advisors concerning the tax consequences of any payments received under the settlement. For purposes of this settlement, 20% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; 40% will be allocated as penalties for which IRS Forms 1099-MISC may be issued; and 40% will be allocated as interest and non-wages for which IRS Forms 1099-MISC may be issued.

The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion, except as explained below. Prior to distributing any Individual Settlement Payments, the Settlement Administrator will recalculate the Total Gross Pay Earned by excluding the Individual Gross Pay Earned for any Class Member who submits a valid and timely Request for Exclusion and accounting for any adjustments in Individual Gross Pay Earned for any Class Member required as a result of dispute procedure outlined in Option 2 below. Based on any recalculation of Total Gross Pay Earned, the Settlement Administrator will recalculate the Individual Settlement Payments using the formula stated above.

Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and twenty (120) calendar days after issuance will be tendered to the Court-approved *cy pres* beneficiary, provided that the amount in total of all the undelivered and uncashed Individual Settlement Payment checks amount to \$10,000 or less. Should the amount of all the undelivered and uncashed checks be greater than \$10,000, such funds (net of additional costs to administer this redistribution) will be proportionately re-distributed to the Settlement Class based on the percentage of the Net Settlement Amount to which each Settlement Class Member received as Individual Settlement Payment.

The parties to this action have proposed the *cy pres* beneficiary to be the San Mateo Police Activities League, located in San Mateo, California. The Court will make a determination and designate a *cy pres* beneficiary at the Final Approval Hearing.

According to Defendant's records, your dates of employment with Defendant is from [INSERT DATE] to [INSERT DATE OR INSERT "present"], and during the Class Period, you were employed with Defendant as a Class Member in one or more Covered Positions from [INSERT DATE] to [INSERT DATE]. Also, according to Defendant's records, your Individual Gross Pay Earned is \$ \_\_\_\_\_. Accordingly, your estimated total Individual Settlement Payment is approximately \$ \_\_\_\_\_.

### **Your Options Under the Settlement**

#### ***Option 1 – Automatically Receive a Payment from the Settlement***

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court and after any appeals, if any, are resolved.

#### ***Option 2 – Dispute the Information in this Notice.***

If you believe the information provided above concerning your dates of employment and/or the amount of Individual Gross Pay Earned is incorrect, you may send a notice of dispute to the Settlement Administrator. The Notice of Dispute to the Settlement Administrator must: (1) set forth the name, address, telephone number

Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\*

and last four digits of the Social Security Number of the Class Member submitting the dispute; (2) be signed by the Class Member; (3) be timely returned to the Settlement Administrator; and (4) clearly state that the reason(s) that the Class Member disputes the information above with accompanying supporting documentation. The Notice of Dispute must be postmarked not later than [INSERT DATE]. The contact information of the Settlement Administrator is on the last page of this Notice. If you submit a Notice of Dispute which is not postmarked by [INSERT DATE], your Notice of Dispute will be rejected.

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise. The Settlement Administrator will resolve any such disputes.

**Option 3 – Opt Out of the Settlement**

If you do not wish to participate in the settlement and/or you wish to bring your own lawsuit on the claims in this case, you should exclude yourself from participating by submitting a written request to the Settlement Administrator. The Request for Exclusion to the Settlement Administrator must: (1) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting the exclusion; (2) be signed by the Class Member; (3) be timely returned to the Settlement Administrator; and (4) clearly state that the Class Member does not wish to be included in the Settlement and does not wish to receive any payment or other benefits therefrom. The Request for Exclusion must be postmarked not later than [INSERT DATE]. The contact information of the Settlement Administrator is on the last page of this Notice. If you submit a Request for Exclusion which is not postmarked by [INSERT DATE], your Request for Exclusion will be rejected, and you will be included in the Settlement Class.

**Option 4 – Object to the Settlement**

If you wish to object to any aspect of the settlement because you find it unfair or unreasonable, you may submit an objection to the Settlement Administrator stating why you object to the settlement. Your objection to the Settlement Administrator must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) be timely returned to the Settlement Administrator; (4) copies of any papers, briefs, or other documents upon which the objection is based; and (5) a statement about whether you intend to appear at the Final Approval Hearing. The objection must be postmarked not later than [INSERT DATE]. The contact information of the Settlement Administrator is on the last page of this Notice. If you submit an objection which is not postmarked by [INSERT DATE], your objection will be rejected.

By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above under "Option 3." You cannot both object to the settlement and exclude yourself. You must choose one option only.

If you wish to object, you must submit your objection to the Settlement Administrator as provided above and you may but do not have to also appear at the Final Approval Hearing set for [INSERT DATE] at [INSERT TIME] in Department 304 of the San Francisco County Superior Court located at 400 McAllister Street, San Francisco, California 94102, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney, at your own expense, to represent you at the hearing.

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If you choose **Option 1**, and if the Court grants final approval of the settlement and after any appeals are resolved, you will be mailed a check for your share of the settlement funds. In addition, you will be considered to be fully releasing and forever discharging Matagrano Inc., its past, present, and future parents, subsidiaries, divisions, and affiliates and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, vendors, affiliates, insurers, legal representatives, attorneys and all of their

Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\*

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successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable ("Released Parties") from the following claims ("Released Claims"):

Any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, whether known or unknown, for damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief alleged, in whole or in part, in the Action arising during the Class Period while a member of the Class, including without limitation: (i) all claims for meal and rest period violations and premiums pursuant to California Labor Code sections 226.7, 512, 558 or 2699 or applicable Industrial Welfare Commission ("IWC") Wage Order(s); California Code of Regulations, title 8, §§ 11040, 11090; (ii) all claims for unpaid minimum, straight time and overtime wages pursuant to California Labor Code sections 510, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, applicable IWC Wage Order(s), or California Code of Regulations, title 8, §§ 11040, 11090; (iii) all claims for failure to timely pay wages within the appropriate time period, including upon termination, pursuant to California Labor Code sections 201 through 204, 210 or 1194.5; (iv) all claims for inaccurate or improper itemized wage statements, including failure to maintain such records, pursuant to California Labor Code sections 226, 226.3, 1174, 1175, applicable IWC Wage Order(s), or California Code of Regulations, title 8, §§ 11040, 11090; (v) all incorporated or related claims arising out of the preceding alleged violations pursuant to California Business and Professions Code sections 17200, *et seq.*; and (vi) all claims for PAGA civil penalties arising out of or related to the allegations set forth in the Action, including without limitation all claims for penalties based on alleged claims and/or violations of Labor Code sections 201 through 204, 210, 222, 223, 224, 226, 226.3, 226.7, 510, 512, 515, 558, 1174, 1175, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, California Code of Regulations, title 8, § 11040 or California Code of Regulations, title 8, § 11090 or applicable IWC Wage Order(s). Solely with respect to the Released Claims, and to effect a full and complete release as described herein, Plaintiffs and each Settlement Class Member expressly waive and relinquish all rights and benefits of California Civil Code section 1542, and do so understanding and acknowledging the significance and consequence of specifically waiving all rights and entitlements under California Civil Code Section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

If you choose **Option 2** and if the Court grants final approval of the settlement and after any appeals are resolved, you will be mailed a check for your share of the settlement funds. The Settlement Administrator will determine the amount that you shall receive. By choosing not to exclude yourself from the settlement, you will be considered to have released the Released Parties from the Released Claims.

If you choose **Option 3**, you will no longer be a Class Member, and you will: (1) be barred from participating in the settlement, but you will not be considered to have released the Released Parties from the Released Claims; (2) be barred from filing an objection to the settlement; (3) not receive a payment from the settlement; and (4) be able to bring your own lawsuit regarding the claims in this case. Excluding yourself is telling the Court that you don't want to be part of the Class.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

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If you choose **Option 4**, you will still be eligible to receive money from the settlement. If the Court overrules your objection and grants final approval, you will be considered to have released the Released Parties from the Released Claims. You may object only if you stay in the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**Additional Information**

This Notice of Proposed Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case, which may be inspected at the Office of the Clerk of the San Francisco Superior Court, located at 400 McAllister St., San Francisco, CA 94102, during regular business hours of each court day, or at [INSERT ADMINISTRATOR'S CASE WEBSITE WITH COPIES OF DOCUMENTS AVAILABLE FOR DOWNLOAD]. The website will have all papers submitted to the court in connection with settlement, as well as any order relating to settlement.

Any inquiries by Class Members regarding this Notice of Proposed Class Action Settlement and/or the settlement may be directed to the Settlement Administrator or Class Counsel:

SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
[INSERT NAME] [INSERT ADDRESS] Phone No. _____	<b>LAW OFFICES OF KENNETH H. YOON</b> Kenneth H. Yoon Stephanie E. Yasuda One Wilshire Blvd., Suite 2200 Los Angeles, CA 90017 Phone No. (213) 612-0988  <b>JUSTICE LAW CORPORATION</b> Douglas Han 411 N. Central Avenue, Suite 500 Glendale, CA 91203 Phone No. (818) 230-7502	<b>LITTLER MENDELSON, P.C.</b> George J. Tichy, II Michelle Barrett Falconer Lisa Lin Garcia Paul E. Goatley 333 Bush Street, 34 <sup>th</sup> Floor San Francisco, CA 94104

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT.**

Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\*

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

I, DANIAL LEMIRE, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On **APR 20 2017**, I electronically served THE ATTACHED DOCUMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **APR 20 2017**

T. Michael Yuen, Clerk

By: 

\_\_\_\_\_  
DANIAL LEMIRE, Deputy Clerk