

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 20 2026

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN BERNARDINO**
15

16 EDWARD ANGEL NARVAEZ PONCE,
individually, and on behalf of other members of
17 the general public similarly situated, and on
behalf of other aggrieved employees pursuant to
18 the California Attorneys General Act;

19 Plaintiff,

20 vs.

21 FXI, INC., a Delaware corporation; and DOES 1
through 100, inclusive,

22 Defendants.
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Case No.: CIVSB2311714 (Lead Case)
Consolidated with Case No. CIVSB2311716

Honorable Kevin C. Lee
Department S26

CLASS ACTION

**[AMENDED ~~PROPOSED~~] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 14, 2026

Time: 8:30 a.m.

Dept.: S26

Complaint Filed: May 26, 2023

FAC Filed: September 10, 2025

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Plaintiff Edward Angel Narvaez Ponce’s (“Plaintiff”) Motion for Preliminary Approval of
3 Class Action and PAGA Settlement (“Motion”) came on for hearing before this Court on April 14,
4 2026. The Court, having considered Plaintiff’s Motion, memorandum of points and authorities in
5 support thereof, and supporting declarations filed therewith, and good cause appearing, **HEREBY**
6 **ORDERS THE FOLLOWING:**

7 1. The Court **GRANTS** preliminary approval of the Stipulation of Class Action and
8 PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) attached as Exhibit 1 to the
9 Declaration of Jill J. Parker in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
10 and PAGA Settlement. The Court finds the Settlement Agreement to be within the range of
11 reasonableness of a settlement that ultimately could be granted approval by the Court at the final
12 approval hearing. All capitalized terms used herein shall have the same meaning as defined in the
13 Settlement Agreement.

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

22 3. The Court preliminarily finds that the Settlement Agreement, including the allocations
23 for Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, PAGA
24 Amount, and payments to the Class Members and PAGA Employees provided thereby, appear to be
25 within the range of reasonableness of a settlement that could ultimately be given final approval by this
26 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the
27 Settlement Agreement and preliminarily finds that the monetary settlement awards made available to
28 the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against

1 the probable outcome of further litigation relating to certification, liability, and damages issues. The
2 Court is not inclined to approve the requested Enhancement Payment of \$7,500.00, but preliminarily
3 finds that an Enhancement Payment of \$5,000.00 is appropriate. The requested Attorneys' Fees in the
4 amount of 35% of the Gross Settlement Amount is also higher than the Court will approve. The
5 Court's benchmark for attorneys' fees is 25% of the gross settlement amount, but the Court may award
6 up to 33% of the gross settlement amount as attorneys' fees at the final approval stage if supported by
7 Class Counsel's lodestar.

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

17 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
18 follows:

19 All current or former non-exempt, hourly-paid employees who were employed by
20 Defendant in California at any time during the period from May 26, 2019 through April
21 21, 2025.

22 6. For purposes of settlement only, the Court designates Plaintiff Edward Angel Narvaez
23 Ponce as the Class Representative.

24 7. For purposes of settlement only, the Court designates Arby Aiwazian, Joanna Ghosh,
25 Yasmin Hosseini, and Selena Matavosian of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi
26 Minne of Parker & Minne, LLP as Class Counsel.

27 8. The Court designates ILYM Group, Inc. as the third-party Settlement Administrator.

28 9. The Parties are ordered to implement the Settlement Agreement according to the terms

1 of the Settlement Agreement.

2 10. Within twenty-one (21) calendar days of the date of this Order, Defendant shall provide
3 the Settlement Administrator with the Class List consisting of the following information for each Class
4 Member: (1) full name; (2) mailing address; (3) telephone number; (4) Social Security number; (5)
5 start and end dates of employment as a non-exempt, hourly-paid employee of Defendant in California
6 during the Class Period; and (6) any other such information as is necessary for the Settlement
7 Administrator to calculate Workweeks.

8 11. The Court approves, as to form and content, the Notice of Class Action Settlement
9 (“Class Notice”) attached as Exhibit A to this Order. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members’ right to dispute the Workweeks credited to each of them, and of each Class Member’s
13 right and opportunity to object to the Class Settlement by sending an objection to the Settlement
14 Administrator or appearing at the Final Approval Hearing. The Court further finds that distribution
15 of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and
16 this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
17 requirements of due process and shall constitute due and sufficient notice to all persons entitled
18 thereto. The form and method of giving notice complies fully with the requirements of California
19 Code of Civil Procedure section 382, California Civil Code section 1781, Rules 3.766 and 3.769 of
20 the California Rules of Court, the California and United States Constitutions, and other applicable
21 law.

22 12. The Court directs the Administrator to mail the Class Notice by First-Class U.S. mail
23 to all Class Members within fourteen (14) calendar days after receiving the Class List from Defendant,
24 in accordance with the terms of the Settlement Agreement.

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

1 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of the
2 Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the
3 Response Deadline will be extended by fifteen (15) calendar days from the original forty-five (45)
4 calendar day deadline. Any such person who timely and validly chooses to opt out of, and be excluded
5 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
6 be bound by the Class Settlement or have any right to object, appeal, or comment thereon. If the
7 Settlement is granted final approval, Class Members who have not submitted a timely and valid request
8 to be excluded from the Settlement (i.e., Participating Class Members) shall be bound by the Class
9 Settlement and any final judgment based thereon, and PAGA Employees will be entitled to recovery
10 from the PAGA Settlement and will be deemed to release the Released PAGA Claims, irrespective of
11 whether they opt out of the Class Settlement.

12 14. The Court further approves the procedures for Participating Class Members to object
13 to the Settlement Agreement, as set forth in the Notice and the Settlement Agreement. To object to
14 the Class Settlement, a Participating Class Member must submit a written objection to the Settlement
15 Administrator on or before the Response Deadline. The objection must be signed and must contain
16 the information that is required, as set forth in the Class Notice, including and not limited to the
17 grounds for the objection. The procedures and requirements for filing objections in connection with
18 the final fairness hearing are intended to ensure the efficient administration of justice and the orderly
19 presentation of any Participating Class Member’s objection to the Settlement Agreement, in
20 accordance with the due process rights of all Class Members. Participating Class Members who wish
21 to object to the Class Settlement may also appear at the Final Approval Hearing to object to the Class
22 Settlement.

23 15. The hearing on Plaintiff’s Motion for Final Approval is scheduled to take place in
24 Department S26 of this Court, located at 247 W. 3rd Street, San Bernardino, California 92415, on
25 September 15, 2026 at 8:30 a.m. At the Final Approval hearing, the Court will consider: (a) whether
26 the Settlement Agreement should be finally approved as fair, reasonable, and adequate for the Class;
27 (b) whether a judgment granting final approval of the Settlement Agreement should be entered; and
28

1 (c) whether Plaintiff's application for the Enhancement Payment, Settlement Administration Costs,
2 and Class Counsel's Attorneys' Fees and Costs should be granted.

3 16. Counsel for the parties shall file memoranda, declarations, or other statements and
4 materials in support of their request for final approval of Plaintiff's application for the Class
5 Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's
6 Attorneys' Fees and Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement
7 according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

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

17 18. Pending the Final Approval Hearing, all proceedings in this Action, other than
18 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
19 and this Order, are stayed.

20 19. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
21 connection with the administration of the Settlement Agreement which are not materially inconsistent
22 with either this Order or the terms of the Settlement Agreement.


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

28 21. The Court reserves the right to adjourn or continue the date of the Final Approval

1 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
2 Members, and retains jurisdiction to consider all further applications arising out of or connected with
3 the Settlement pursuant to California Code of Civil Procedure section 664.6.

4 **IT IS SO ORDERED.**

5 DATED: **APR 20 2026**

6 By:  _____
7 The Honorable Kevin C. Lee
8 Judge of The Superior Court

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ponce v. FXI, Inc.

**Superior Court of the State of California for the County of San Bernardino
Case Nos. CIVSB2311714 & CIVSB2311716**

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in two lawsuits that are pending in the Superior Court for the County of San Bernardino. The lawsuits were filed by a former employee, Edward Angel Narvaez Ponce (“Plaintiff”) against FXI, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”), entitled *Ponce v. FXI, Inc.*, San Bernardino Superior Court Case No. CIVSB2311714 (the “PAGA Action”) and *Ponce v. FXI, Inc.*, San Bernardino Superior Court Case No. CIVSB2311716 (the “Class Action”) (collectively, the PAGA Action and the Class Action are referred to as the “Litigation”).

In the Litigation, Plaintiff seeks to represent: (1) all current or former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the period from May 26, 2019 through April 21, 2025 (“Class Members”); and (2) all current and former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the period March 22, 2022 through April 21, 2025 (“PAGA Employees”).

The proposed Settlement has two main parts: (1) a “Class Settlement” requiring Defendant to fund Individual Settlement Payments, and (2) a “PAGA Settlement” requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Settlement Payment, and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees and who must give up their rights to pursue Released PAGA Claims (see Section 8 below).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You cannot object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than [Response Deadline], or you can

	appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
CHALLENGE THE CALCULATION OF YOUR WORKWEEKS	You may Challenge the Calculation of Your Workweeks. The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks (as defined below) you worked during the Class Period and the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Workweeks that you worked according to Defendant’s records is stated in Section 6. If you wish to dispute the Workweeks credited to you in this Notice, you must submit a challenge to the Settlement Administrator no later than [Response Deadline] as described in Section 6.

2. WHY DID I GET THIS NOTICE?

Defendant’s records show that you were employed by Defendant in California at some point during the period from May 26, 2019 through April 21, 2025 (the “Class Period”). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Litigation is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On March 22, 2023, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that he contends were violated (“PAGA Notice”). On May 26, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq (the “PAGA Complaint”) in the Superior Court for the County of San Bernardino. That same day, Plaintiff filed a Class Action Complaint for Damages (the “Class Action Complaint”) in the Superior Court for the County of San Bernardino.

On _____, Plaintiff filed a Consolidated First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (the “Operative Complaint”) in the PAGA Action, thereby consolidating the claims in the Class Action Complaint and PAGA Complaint. In the Operative Complaint, Plaintiff alleged that Defendant failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys’ General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”). Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the period from May 26, 2019 to final judgment.

Defendant denies all of the material allegations in the Operative Complaint and has asserted numerous affirmative defenses.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff’s Litigation. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests and the interest of the Class Members and PAGA Employees to settle the Litigation on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Litigation. Plaintiff, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant’s potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and PAGA Employees under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to the Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), (2) PAGA Amount in a sum not to exceed Ninety Thousand Dollars (\$90,000.00), (3) Attorneys' Fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$420,000.00.00), (4) litigation Costs in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), and (5) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

Ninety Thousand Dollars (\$90,000.00) of the Total Settlement Amount has been allocated towards penalties under the PAGA ("PAGA Amount"), of which 75% will be allocated to the LWDA ("LWDA Payment"), and the remaining 25% will be allocated to the PAGA Employees ("Employee PAGA Amount").

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value" and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion ("Settlement Class Members") to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Payment will be allocated fifty percent (50%) to wages, which will be reported on an IRS Form W2, and fifty percent (50%) to penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Payment net of these taxes and withholdings). The employer's share of taxes on the wage portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Total Settlement Amount. The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

6. YOUR WORKWEEKS BASED ON DEFENDANT'S RECORDS

According to Defendant's records, during the period **from May 26, 2019 through April 21, 2025 (i.e., the Class Period)** you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately Workweeks.

According to Defendant's records, during the period **from March 22, 2022 through April 21, 2025 (i.e., the PAGA Period)** you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately Workweeks.

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge ("Workweeks Dispute") to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and numbers of the Litigation (*Ponce v. FXI*, Case Nos. CIVSB2311714 & CIVSB2311716); (2) your full name, signature, address, and telephone number; and (3) a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline].

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT?

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if eligible) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ _____. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

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

Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Settlement Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Employees. This will bar all Settlement Class Members and PAGA Employees from bringing certain claims against Defendant.

Upon the Effective Date and the full funding of the Total Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims. "Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts or allegations pleaded in the Operative Complaint in the Actions for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

Upon the Effective Date and the full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff and the PAGA Employees. "Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* that were alleged in the PAGA Notice and Operative Complaint in the Actions or that reasonably could have been alleged based on the facts or allegations in the PAGA Notice and Operative Complaint in the Actions, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001 and 4-2001 for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

"Released Parties" means FXI, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of

their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at www._____. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 8 above. As a Settlement Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendant for the claims asserted in this Litigation, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (1) include the case name and numbers of the Litigation (*Ponce v. FXI*, Case Nos. CIVSB2311714 & CIVSB2311716); (2) provide your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a clear statement that you request to be excluded from the Class Settlement; and (4) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the following address:

[Name of Settlement Administrator]
[Mailing Address]

Requests for Exclusion that are postmarked after [Response Deadline] will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) include the case name and numbers of the Litigation (*Ponce v. FXI*, Case Nos. CIVSB2311714 & CIVSB2311716); (2) provide your

full name, signature, address, and telephone number; (3) include a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; and (4) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the address listed in Section 9(B).

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Costs to Class Counsel, the Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

11. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this Notice are available at www._____. This website may be updated periodically to update the Class Members on any developments in the case.

You may also view the Settlement Agreement and documents filed in the Litigation for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or online by visiting the following website: <https://cap.sb-court.org/search> and typing in the Case Number "CIVSB2311714" in the field marked "Case Number Search" to view documents filed in the PAGA Action, or typing in the Case Number "CIVSB2311716" in the field marked "Case Number Search" to view documents filed in the Class Action.

For further information about this case, you may contact Class Counsel, Counsel for FXI, or the Settlement Administrator. Class Counsel's contact information is as follows:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
S. Emi Minne, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

Counsel for FXI's contact information is:

Daryl S. Landy, Esq.
Alexander L. Grodan, Esq.
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Blvd., Suite 1800
Costa Mesa, California 92626
daryl.landy@morganlewis.com
alexander.grodan@morganlewis.com
Telephone: (949) 399-7191

The contact information for the Settlement Administrator is as follows:

[Name of Settlement Administrator]

[Mailing Address]

[Telephone Number]

DO NOT CONTACT THE COURT OR DEFENDANT ABOUT THIS NOTICE.

REQUEST FOR EXCLUSION FORM

Ponce v. FXI, Inc.

Superior Court of the State of California for the County of San Bernardino

Case Nos. CIVSB2311714 & CIVSB2311716

USE AND RETURN THIS FORM **ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.**

IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, THEN DO **NOT** RETURN THIS FORM.

RETURNING THIS FORM WILL **NOT** EXCLUDE YOU FROM THE SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”).

If you wish to exclude yourself from the Class Settlement, you must complete and sign this form. The form must be sent to the Settlement Administrator, by mail, postmarked on or before [RESPONSE DEADLINE], at the following mailing address:

[Name of Settlement Administrator]

[Mailing Address]

I request to be excluded from the class action settlement in the matter of *Ponce v. FXI, Inc.*, San Bernardino County Superior Court Case Nos. CIVSB2311714 & CIVSB2311716. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, if I am a PAGA Employee (i.e., if I am a current and former hourly-paid or non-exempt, hourly-paid employee who worked for FXI, Inc. in California at any time during the period March 22, 2022 through April 21, 2025), I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.

