

1 John G. Yslas (SBN 187324)
2 jyslas@wilshirelawfirm.com
3 Diego Aviles (SBN 315533)
4 daviles@wilshirelawfirm.com
5 Harry Erganyan (SBN 333091)
6 herganyan@wilshirelawfirm.com
7 Mariam M. Nazaretyan (SBN 334154)
8 mnazaretyan@wilshirelawfirm.com
9 John Brown (SBN 233605)
10 jbrown@wilshirelawfirm.com
11 **WILSHIRE LAW FIRM**
12 3055 Wilshire Blvd., 12th Floor
13 Los Angeles, California 90010
14 Telephone: (213) 381-9988
15 Facsimile: (213) 381-9989

16 *Attorneys for Plaintiff*

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

19 SILVIA PARRA DE LA CRUZ, individually,
20 and on behalf of all others similarly situated,

21 *Plaintiff,*

22 v.

23 CITRUS VALLEY MANAGEMENT
24 SERVICES, INC., a California corporation; and
25 DOES 1 through 10, inclusive,

26 *Defendants.*

Case No.: CVRI2301768

[Hon. Harold W. Hopp, Dept. 1]

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Filed concurrently with: Supplemental
Declaration of John G. Yslas; and
Declaration of Diego Aviles]

PRELIMINARY APPROVAL HEARING

Date: December 3, 2024
Time: 8:30 AM
Dept: 1

Complaint filed: April 6, 2023
Trial date: Not set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 04 2024

E. Escobedo

CA1

DEC 05 2024 R

AMENDED ~~PROPOSED~~ ORDER

Having reviewed Plaintiff Silvia Parra De La Cruz's Amended Motion for Preliminary Approval of Class Action Settlement ("Motion"), filed on September 5, 2024, the declarations of John G. Yslas, Plaintiff, Kevin J. Abbott, Carolyn Tordoff, and Lisa Mullins, and the Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant Citrus Valley Management Services, Inc. ("Defendant"), attached to the Supplemental Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1.**

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$850,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$50,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$37,500.00) will be paid to the State of California, Labor & Workforce Development Agency and 25% of which (\$12,500.00) will be paid to eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount (i.e., \$283,333.33), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$12,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the class representatives' enhancement awards should be
14 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): "all persons employed by Defendant in California and classified as an hourly-paid
18 or non-exempt employee who worked for Defendant during the Class Period." All Participating
19 Class Members, on behalf of themselves and their respective former and present representatives,
20 agents, attorneys, heirs, administrators, successors and assigns, will provisionally release
21 Defendants and the Released Parties from (i) all claims that were alleged, or reasonably could
22 have been alleged, based on the Class Period facts stated in the Operative Complaint.

23 6. "Class Period" means the period from June 5, 2018 to June 1, 2024.

24 7. "PAGA Group Member or Aggrieved Employee is defined as any current or
25 former hourly-paid or non-exempt employee who worked for Defendant in California during
26 the PAGA Period," "from August 14, 2022 to June 1, 2024.

27 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
28 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the

1 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
2 of law and fact that are common, or of general interest, to all Settlement Class Members, which
3 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
4 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
5 the interests of the Settlement Class Members; and (5) a class action is superior to other
6 available methods for the fair and efficient adjudication of the controversy.

7 9. The Court appoints as Class Representatives, for settlement purposes only,
8 Plaintiff. The Court further preliminarily approves Plaintiffs' ability to request an incentive
9 award up to \$10,000.00.

10 10. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles,
11 Harry Erganyan, Mariam Nazaretyan and John Brown of Wilshire Law Firm, PLC as Class
12 Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys'
13 fees of up to one-third of the Total Settlement Amount (i.e., \$283,333.33), and costs not to
14 exceed \$25,000.00.

15 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator, to
16 disseminate the class action notice and administer the class action settlement, with reasonable
17 administration costs estimated not to exceed \$12,000.00.

18 12. The Court approves, as to form and content the Class Notice, attached as **Exhibit**
19 **1** to this Order. The Court finds on a preliminary basis that plan for distribution of the Notice
20 to Settlement Class Members satisfies due process, provides the best notice practicable under
21 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

22 13. The Notice to Settlement Class Members shall be accompanied by an exclusion
23 form that the Class Members may use. Each person wishing to exclude themselves from the
24 Settlement must submit an Exclusion Form by individually signing and timely mailing the
25 Exclusion Form or a substantially similar notice of intent to opt out in the form of **Exhibit 2** to
26 the address designated by ILYM Group, Inc.

27 14. ILYM Group, Inc. shall file a declaration with Plaintiff's Motion for Final
28 Approval authenticating a copy of each Exclusions Form timely received.

1 15. The Notice to Settlement Class Members shall be accompanied by an objection
2 form that the Class Members may use. Each Settlement Class Member who does not timely
3 request to be excluded from the Settlement Class and who wishes to object to the Settlement
4 must submit the Objection Form by individually signing and timely mailing the Objection Form
5 or substantially similar notice of intent to object in the form of **Exhibit 3** to ILYM Group, Inc.
6 at its address designed by ILYM Group, Inc.

7 16. ILYM Group, Inc. shall file a declaration with Plaintiff's Motion for Final
8 Approval authenticating a copy of each Objection Form timely received.

9 17. The Parties are ordered to carry out the Settlement according to the terms of the
10 Settlement Agreement.

11 18. The Court orders the following Implementation Schedule:

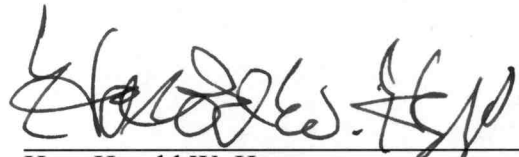
EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	December 18, 2024 [15 days after preliminary approval hearing]
Settlement Administrator to mail the Notice Packets	January 2, 2025 [No later than 14 days after receipt of Class Data]
Class Member Response Deadline	March 3, 2025 [60 days after sending Notice to Class]
Class Member Deadline to Object	March 3, 2025 [60 days after sending Notice to Class]
Deadline for Administrator to Submit Report	March 13, 2025 [10 days after objection deadline]
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	March 28, 2025 or _____ [16 court days before the calendared Final Approval Hearing]
Final Approval Hearing	April 22, 2025, 2025 or _____ [As ordered by the Court].

1 19. The Court orders ILYM Group, Inc. to give notice to any objecting party of any
2 continuance of the hearing of the motion for final approval.

3 20. The Court further ORDERS that, pending further order of this Court, all proceedings
4 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

5 **IT IS SO ORDERED.**

6
7 DATE: 12/3/24



Hon. Harold W. Hopp
Riverside County Superior Court

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Silvia Parra De La Cruz vs. Citrus Valley Management Services, Inc. – CVRI2301768

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Citrus Valley Management Services, Inc. (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Defendant employee Silvia Parra De La Cruz (“Plaintiff”) and seeks payment for claims for (1) unpaid minimum wages; (2) unpaid overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to timely pay wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices for a class of hourly-paid or non-exempt employees (“Class Members”) who worked for Defendant during the Class Period _____ to _____; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid or non-exempt employees who worked for Defendant during the PAGA Period (_____ to _____) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class 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”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert individual wage claims for the Class Period.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a completed and signed copy of the Exclusion Form included in the last four pages of this notice. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue individual wage claims for the Class Period against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a completed and signed copy of the Exclusion Form included in the last four pages of this notice. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by (1) failing to pay all minimum wages due; (2) failing to pay all overtime wages due; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) failing to timely pay wages at termination; (6) failing to provide accurate itemized wage statements; (7) failing to indemnify employees for expenditures; and (8) engaging in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Wilshire Law Firm, PLC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired Mike Young, an experienced, neutral mediator, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$850,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$283,333.33 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$12,000 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, penalties, etc. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report

the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a completed and signed copy of the Exclusion Form by the _____ Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
8. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against

Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including claims for: (1) unpaid minimum wages; (2) unpaid overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to timely pay wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices. Except as set forth in paragraph 9, below (Section 5.3 of the Settlement Agreement), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff and the State of California will be barred from asserting PAGA claims against Defendant. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiff releases for herself and the State of California all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations alleged in Plaintiff's pre-filing letter to the LWDA against the Released Parties, including all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Action complaint, and the PAGA Notice, and ascertained in the course of the Actions, including, (1) failure to pay for all hours worked, including minimum, straight time, regular rate, and overtime wages; (2) failure to provide meal periods and/or pay associated premiums; (3) failure to authorize and permit rest breaks and/or pay associated premiums; (4) failure to timely pay all earned wages during employment; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; and (8) failure to indemnify for necessary expenditures. Plaintiff does not release any Aggrieved Employee's claims for wages or damages except as specified in paragraph 8, above (Section 5.2 of the Settlement Agreement).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a completed and signed copy of the Exclusion Form included in the last four pages of this notice to the Administrator. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Submit a completed and signed copy of the Objection Form included at the last four pages of this notice to the Administrator. Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least ____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) _____ in Department ____ of the Riverside Superior Court, located at _____, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely via <https://www.riverside.courts.ca.gov/remoteppearance>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>) and entering the

Case Number for the Action, Case No. CVRI2301768 You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Courthouse by calling (951) 777-3147.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: John Yslas and Diego Aviles

Email Address: jyslas@wilshirelawfirm.com; daviles@wilshirelawfirm.com

Name of Firm: Wilshire Law Firm

Mailing Address: 3055 Wilshire Blvd. 12th Floor, Los Angeles, CA 90010

Telephone: 213-381-9988

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Silvia Parra De La Cruz vs. Citrus Valley Management Services, Inc.
Case No. CVRI2301768

Class Action Settlement
Exclusion Form

COMPLETE THIS FORM IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

DEADLINE: The exclusion form must be postmarked on or before <<DATE>>. You must mail the form to:

ILYM GROUP, Inc.
14751 Plaza Dr., Ste J
Tustin, CA 92780

By completing this form, you are opting out and excluding yourself from the Class Settlement. You will retain your right to sue Citrus Valley Management Services for the claims involved in the Class Settlement. However, you will not be able to file a claim, object, or receive money or benefits from the Class Settlement. Exclusion from the Class Settlement will not result in exclusion from any PAGA settlement.

Instructions: Fill out each section of this form and sign where indicated. You must fill out each section that is marked with an asterisk.

Name*: _____		
<i>First Name*</i>	<i>M.I.</i>	<i>Last Name *</i>
Street Address*: _____		
City*: _____		
State*: _____	Zip Code*: _____	
Email Address: _____		
Phone Number*: _____		

By signing this Exclusion Request Form, I hereby opt out of the Class Settlement and understand that I will have no right to receive any money or benefits under the Class Settlement in this case, and I will have no right to object to the Class Settlement and be heard at the Final Approval Hearing.

Signature*: _____	Printed Name*: _____
Dated*: _____	

Silvia Parra De La Cruz vs. Citrus Valley Management Services, Inc.
Case No. CVRI2301768

Class Action Settlement
Objection Form

COMPLETE THIS FORM IF YOU WISH TO OBJECT TO THE SETTLEMENT.

DEADLINE: The objection form must be postmarked on or before <<DATE>>. You must mail the form to:

ILYM GROUP, Inc.
14751 Plaza Dr., Ste J
Tustin, CA 92780

You have a right to object to the Settlement, or any of its terms. In order to object, you must not have submitted a Request for Exclusion Form. You may, but are not required to, appear at the Final Approval Hearing and verbally state your objection.

Instructions: Fill out each section of this form and sign where indicated. You must fill out each section that is marked with an asterisk.

Name*: _____		
<i>First Name*</i>	<i>M.I.</i>	<i>Last Name *</i>
Street Address*: _____		
City*: _____		
State*: _____	Zip Code*: _____	
Email Address: _____		
Phone Number*: _____		

1. DESCRIBE THE FACTUAL AND LEGAL BASIS OF YOUR OBJECTION IN THE SPACE PROVIDED BELOW AND ON THE REVERSE SIDE OF THIS FORM. YOU MAY ENCLOSE ADDITIONAL PAGES.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

2. STATE WHETHER YOU OBJECT TO THE SETTLEMENT IN WHOLE OR IN PART.

3. PROVIDE THE NAME AND CONTACT INFORMATION OF ANY ATTORNEY REPRESENTING YOU IN CONNECTION WITH THIS OBJECTION. YOU ARE NOT REQUIRED TO HAVE AN ATTORNEY TO OBJECT.

4. PROVIDE AND ATTACH COPIES OF ANY DOCUMENTS YOU WISH TO SUBMIT IN SUPPORT OF YOUR POSITION.

I AFFIRM THAT I AM A SETTLEMENT CLASS MEMBER.

Signature*: _____ **Printed Name*:** _____

Dated*: _____ **Last Four Digits of SSN:** _____

*AN ORIGINAL SIGNATURE IS REQUIRED

EXHIBIT 2

Silvia Parra De La Cruz vs. Citrus Valley Management Services, Inc.
Case No. CVRI2301768

**Class Action Settlement
Exclusion Form**

COMPLETE THIS FORM IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

DEADLINE: The exclusion form must be postmarked on or before <<DATE>>. You must mail the form to:

ILYM GROUP, Inc.
14751 Plaza Dr., Ste J
Tustin, CA 92780

By completing this form, you are opting out and excluding yourself from the Class Settlement. You will retain your right to sue Citrus Valley Management Services for the claims involved in the Class Settlement. However, you will not be able to file a claim, object, or receive money or benefits from the Class Settlement. Exclusion from the Class Settlement will not result in exclusion from any PAGA settlement.

Instructions: Fill out each section of this form and sign where indicated. You must fill out each section that is marked with an asterisk.

Name*: _____		
<i>First Name*</i>	<i>M.I.</i>	<i>Last Name *</i>
Street Address*: _____		
City*: _____		
State*: _____	Zip Code*: _____	
Email Address: _____		
Phone Number*: _____		

By signing this Exclusion Request Form, I hereby opt out of the Class Settlement and understand that I will have no right to receive any money or benefits under the Class Settlement in this case, and I will have no right to object to the Class Settlement and be heard at the Final Approval Hearing.

Signature*: _____	Printed Name*: _____
Dated*: _____	

EXHIBIT 3

Class Action Settlement Objection Form

2. STATE WHETHER YOU OBJECT TO THE SETTLEMENT IN WHOLE OR IN PART.

3. PROVIDE THE NAME AND CONTACT INFORMATION OF ANY ATTORNEY REPRESENTING YOU IN CONNECTION WITH THIS OBJECTION. YOU ARE NOT REQUIRED TO HAVE AN ATTORNEY TO OBJECT.

4. PROVIDE AND ATTACH COPIES OF ANY DOCUMENTS YOU WISH TO SUBMIT IN SUPPORT OF YOUR POSITION.

I AFFIRM THAT I AM A SETTLEMENT CLASS MEMBER.

Signature*: _____ **Printed Name*:** _____

Dated*: _____ **Last Four Digits of SSN:** _____

***AN ORIGINAL SIGNATURE IS REQUIRED**