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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
10/21/2024
Darrel E. Parker, Executive Officer
BY Vega, Jessica
Deputy Clerk

6 Attorneys for Plaintiff(s),
JOSE ANGEL FRAUSTO VILLEGAS and JOSE MANUEL BARRAGAN AGUILAR
7 (Additional attorneys for Plaintiff(s) on following page)

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA BARBARA**
11 **(UNLIMITED JURISDICTION)**

12 JOSE FRAUSTO VILLEGAS, on behalf of
13 himself, all others similarly situated, and the
general public,
14 *Plaintiff,*
15
16 vs.

17 DLP MANAGEMENT CO., INC., a California
corporation d/b/a DLP MANAGEMENT CO and
18 DLP MANAGEMENT INC.; and DOES 1–50,
inclusive,
19
20 *Defendants.*

Lead Case No.: 21CV04500
Consolidated with: 22CV01392
[Hon. Thomas P. Anderle, Department 3]

~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: November 12, 2021
Hearing Date: October 2, 2024
Dept: 4, The Honorable Thomas P. Anderle

1 JOSE MANUEL BARRAGAN, on behalf of
2 himself, all others similarly situated, and
3 the general public,

4 Plaintiff,

5 vs.

6 DLP MANAGEMENT CO., INC., a
7 California: corporation doing business in
8 California as DLP MANAGEMENT CO and
9 as DLP MANAGEMENT INC. and DLP
10 MANAGEMENT INC; DARIO L. PINI, an
11 individual; and DOES 1-50, inclusive,

12 Defendants.

Case No.: 22CV01392

13 **ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

14 LOUIS M. BENOWITZ (SBN 262300)

15 louis@benowitzlaw.com

16 BENOWITZ LAW CORPORATION

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18 PMB 97638

19 West Hollywood, CA 90069

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21 Facsimile: (818) 839-9610

1 The Motion of Plaintiffs Jose Frausto Villegas and Jose Manuel Barragan (hereafter referred
2 to as "Plaintiffs") for Preliminary Approval of a Class Action Settlement (the "Motion") was
3 considered by the Court, The Honorable Thomas P. Anderle presiding. The Court having
4 considered the Motion, the Class Action Settlement Agreement and Class Notice ("Settlement"
5 or "Settlement Agreement"), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined only that there is sufficient evidence to suggest that the proposed settlement
10 might be fair, adequate, and reasonable, and that any final determination of those issues
11 will be made at the final hearing. The Court will make a determination at the hearing on the
12 motion for final approval of class action settlement (the "Final Approval Hearing") as to whether
13 the Settlement is fair, adequate and reasonable to the Settlement Class.

14 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means
15 (collectively "Class Members") all persons employed by Defendants in California and classified
16 as a non-exempt employee paid on an hourly basis or by salary who worked anytime during the
17 Class Period. The "Class Period" shall mean the period of time from November 12, 2017, through
18 the date of preliminary Court approval of the Settlement. The Parties agree that the Class only
19 consists of the 81 employees Defendants disclosed to the Administrator as part of the *Belaire-*
20 *West* process and the two individuals the Parties identified in the Memorandum of Understanding
21 that the Parties signed after the mediation.

22 3. Based on its records, Defendants estimate that, as of the date of the Settlement
23 Agreement, (1) there are 83 Class Members and 9,163 Total Paychecks during the Class period.
24 If the Paychecks and/or Class Members as of the date the Court approves the settlement exceeds
25 the referenced 9,163 Paychecks and/or 83 Class Members by more than 10.00%, the Gross
26 Settlement Amount, including the Class Counsel Fees Payment, and the Class Representative
27 Service Payments, will increase proportionally according to the number of additional Paychecks
28 or Class Members, whichever results in a higher increase in the Gross Settlement Amount.

1 4. “Effective Date” means the date by when both of the following have occurred: (a)
2 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
3 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
4 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
5 one or more Participating Class Members objects to the Settlement, the day after the deadline for
6 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
7 day after the appellate court affirms the Judgment and issues a remittitur.

8 5. This action is provisionally certified pursuant to section 382 of the California Code
9 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
10 purposes of settlement only with respect to the proposed Settlement Class.

11 6. Not later than 21 days after the Court grants Preliminary Approval of the
12 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
13 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
14 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
15 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
16 employees who need access to the Class Data to effect and perform under the Settlement
17 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
18 discover that the Class Data omitted class member identifying information and to provide
19 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
20 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
21 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
22 issues related to missing or omitted Class Data.

23 7. No later than three (3) business days after receipt of the Class Data, the
24 Administrator shall notify Class Counsel that the list has been received and state the number of
25 Class Members, Paychecks, and Pay Periods in the Class Data.

26 8. Using best efforts to perform as soon as possible, and in no event later than 21
27 days after receiving the Class Data, the Administrator will send to all Class Members identified
28 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet

1 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibits**
2 **A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar amounts
3 of any Individual Class Payment payable to the Class Member, and the number of Paychecks used to
4 calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class
5 Member addresses using the National Change of Address database.

6 9. Not later than 3 business days after the Administrator's receipt of any Notice
7 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
8 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
9 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
10 Packet to the most current address obtained. The Administrator has no obligation to make further
11 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
12 the USPS a second time.

13 10. Class Counsel's contact information is David G. Spivak, Esq., The Spivak Law
14 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
15 contact information is Paul R. Burns, Esq., Law Offices of Paul R. Burns, P.C., 2700 Gibraltar
16 Road, Santa Barbara, CA, 93105.

17 11. The deadlines for Class Members' written objections, Challenges to Paychecks
18 (disputes), and Requests for Exclusion will be extended an additional 14 days beyond the 60 days
19 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
20 Administrator will inform the Class Member of the extended deadline with the re-mailed Notice
21 Packet.

22 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data and should
24 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
25 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
26 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
28 requiring them to exercise options under the Settlement Agreement not later than 14 days after

1 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

2 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
3 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
4 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
5 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
6 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
7 the Class Member's election to be excluded from the Settlement and includes the Class Member's
8 name, address and email address or telephone number. To be valid, a Request for Exclusion must
9 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
10 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

11 14. The Administrator may not reject a Request for Exclusion as invalid because it
12 fails to contain all the information specified in the Class Notice. The Administrator shall accept
13 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
14 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
15 determination shall be final and not appealable or otherwise susceptible to challenge. If the
16 Administrator has reason to question the authenticity of a Request for Exclusion, the
17 Administrator may demand additional proof of the Class Member's identity. The Administrator's
18 determination of authenticity shall be final and not appealable or otherwise susceptible to
19 challenge.

20 15. Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
22 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
23 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
24 Participating Class Member actually receives the Class Notice or objects to the Settlement.

25 16. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
27 right to object to the class action components of the Settlement.

28 / / /

1 17. Challenges to Calculation of Paychecks. Each Class Member shall have 60 days
2 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
3 whose Notice Packet is re-mailed) to challenge the number of Class Paychecks allocated to the
4 Class Member in the Class Notice. This is also known as a dispute. A Paycheck Dispute form,
5 attached as Exhibit C, may be used for this purpose but is not required. The Class Member may
6 challenge the allocation by communicating with the Administrator via fax, email or mail. The
7 Administrator must encourage the challenging Class Member to submit supporting
8 documentation. In the absence of any contrary documentation, the Administrator is entitled to
9 presume that the Paychecks contained in the Class Notice are correct so long as they are consistent
10 with the Class Data. The Administrator's determination of each Class Member's allocation of
11 Paychecks shall be final and not appealable or otherwise susceptible to challenge. The
12 Administrator shall promptly provide copies of all challenges to calculation of Paychecks to
13 Defense Counsel and Class Counsel and the Administrator's determination the challenges.

14 18. Objections to Settlement. Only Participating Class Members may object to the
15 class action components of the Settlement and/or this Agreement, including contesting the
16 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
17 Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

18 19. Participating Class Members may send written objections to the Administrator, by
19 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
20 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
21 Participating Class Member who elects to send a written objection to the Administrator must do
22 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
23 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
24 as Exhibit D may be used for this purpose but is not required.

25 20. Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

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1 21. Not later than 14 days before the date by which Plaintiffs are required to file the
2 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
3 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
4 compliance with all of its obligations under the Settlement Agreement, including, but not limited
5 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
6 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
7 from Settlement it received (both valid or invalid), the number of written objections and attach
8 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
9 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
10 declaration(s) in Court.

11 22. The Court approves, as to form and content, the Class Notice in substantially the
12 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
13 substantially the form attached as Exhibit B to this Order, the Paychecks Dispute form in
14 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
15 the form attached as Exhibit D to this Order.

16 23. The Court approves, for settlement purposes only, David G. Spivak of The Spivak
17 Law Firm and Louis M. Benowitz of Benowitz Law Corporation as Class Counsel.

18 24. The Court approves, for settlement purposes only, Jose Frausto Villegas and Jose
19 Manuel Barragan as the Class Representatives.

20 25. The Court approves ILYM Group, Inc. as the Administrator.

21 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
22 costs subject to final review by the Court.

23 27. The Court preliminarily approves the estimated Administrator costs payable to the
24 Administrator subject to final review by the Court.

25 28. The Court preliminarily approves Plaintiffs' Class Representative Service
26 Payments subject to final review by the Court.

27 29. A Final Approval Hearing shall be held on **February 26, 2025** at **10:00 a.m.** in
28 Department ³ of the Superior Court for the State of California, County of Santa Barbara, located

1 at the Anacapa Division, 1100 Anacapa Street, Santa Barbara, CA 93101 to consider the fairness,
2 adequacy and reasonableness of the proposed Settlement preliminarily approved by this
3 Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees
4 and costs and the Class Representative Service Payments to the Class Representatives. The notice
5 of motion and all briefs and materials in support of the motion for final approval of class action
6 settlement and motion for attorneys' fees and litigation costs shall be served and filed with this
7 Court on or before **January 29, 2025**. Plaintiffs' counsel must give notice to any objecting party
8 of any continuance of the hearing of the motion for final approval.

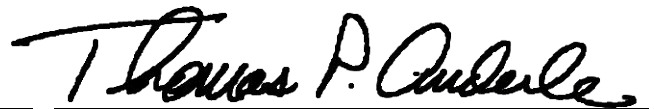
9 30. If for any reason the Court does not execute and file a Final Approval Order and
10 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
11 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
12 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
13 litigation, as more specifically set forth in the Settlement.

14 31. The Court expressly reserves the right to adjourn or continue the Final Approval
15 Hearing from time to time without further notice to members of the Class. The Plaintiffs shall
16 give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

17
18 **10/21/2024**

19 **DATE**



**THE HONORABLE
THOMAS P. ANDERLE
SUPERIOR COURT JUDGE**

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EXHIBIT A

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

(case name: Jose Frausto Villegas, et al. v. DLP Management Co., Inc. and number
21CV04500, 22CV01392)

***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 DLP Management Co., Inc. and Dario L. Pini (“Defendants”) for alleged violations of California’s labor laws. The Action was filed by Defendants’ employees Jose Frausto Villegas and Jose Manuel Barragan (“Plaintiffs”) and seek payment of wages and other relief for a class of 83 non-exempt, hourly employees (“Class Members”) Defendants employed during the Class Period (November 12, 2017 to the date of preliminary Court approval of the Settlement).

The proposed Settlement is a Class Settlement requiring Defendants to fund Individual Class Payments.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding).** The estimated dollar value of a Paycheck is <<\$increment type value>>. The actual amount you may receive likely will be different and will depend on a number of factors. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>.

The above estimates are based on Defendants’ records showing that **you received <<____>> Paychecks** during the Class Period. If you believe that you received more Paychecks 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. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class 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. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendants.

Defendants 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. In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	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 written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. 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.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

1 2 3 4 5	You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
6 7 8 9 10 11	You Can Challenge the Calculation of Your Paychecks Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	The amount of your Individual Class Payment depends on how many pay periods in which you worked at least one day during the Class Period. The number Class Period Paychecks you received according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Paychecks Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to timely pay wages, and related violations of the Labor Code. Plaintiffs are represented by attorneys in the Action: David G. Spivak of The Spivak Law Firm and Louis M. Benowitz of Benowitz Law Corporation ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired 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, Plaintiffs and Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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. 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?

I.

A. Gross Settlement Amount. Defendants Will Pay \$750,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have 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, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Defendants 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.

II.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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:

1. Attorney Fees and Costs. Up to \$250,000.00 (33.33% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Class Representative Service Payment. Up to \$15,000.00 as a Class Representative Service Payment to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments.

3. Administration Expenses. Up to \$10,000.00 to the Administrator for services administering the Settlement.

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

Based on their records, Defendants estimated that, as of the date of the Settlement, (1) there are 83 Class Members and 9,163 Total Paychecks during the Class period. If the Paychecks and/or Class Members as of the date the Court approves the settlement exceeds the referenced 9,163 Paychecks and/or 83 Class Members by more than 10.00%, the Gross Settlement Amount, including the Class Counsel Fees Payment, and the Class Representative Service Payments, will increase proportionally according to the number of additional Paychecks or Class Members, whichever results in a higher increase in the Gross Settlement Amount.

C. 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

1 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class
2 Members based on their Class Period Paychecks.

3 D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking
4 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
5 (“Wage Portion”) and 66.67% to interest and penalties (“Non-Wage Portion.”). The Wage Portion
6 is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report
7 the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Defendants’ share
8 of any employer payroll taxes to be paid in connection with the Settlement (e.g., FICA, FUTA,
9 payroll taxes, and/or any similar tax or charge – collectively “Employer Taxes”) shall be paid by
10 Defendants from the Gross Settlement Amount.

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

16 E. Need to Promptly Cash Payment Checks. The front of every check issued
17 for Individual Class Payments will show the date when the check expires (the void date). If you
18 don’t cash it by the void date, your check will be automatically cancelled, and the monies will be
19 deposited with the California Controller’s Unclaimed Property Fund
20 (https://www.sco.ca.gov/search_upd.html) in your name.

21 If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you
22 should consult the rules of the Fund for instructions on how to retrieve your money. You can
23 contact the Unclaimed Property Fund at (800) 992-4647.

24 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
25 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
26 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
27 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
28 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
Member’s name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
pursue claims against Defendants for violations of California’s labor laws.

G. 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 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
pay any money and Class Members will not release any claims against Defendants.

1 H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
2 (the “Administrator”) to send this Notice, calculate and make payments, and process Class
3 Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges
4 over Paychecks, mail and re-mail settlement checks and tax forms, and perform other tasks
5 necessary to administer the Settlement. The Administrator’s contact information is contained in
6 Section 9 of this Notice.

7 I. Participating Class Members’ Release. After the Judgment is final and Defendants
8 have fully funded the Gross Settlement, Participating Class Members will be legally barred from
9 asserting any of the claims released under the Settlement. This means that unless you opted out
10 by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be
11 part of any other lawsuit against Defendants or their officers, directors, employees, and agents for
12 wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

14 The claims to be released by the Participating Class Members are limited to any
15 and all claims under state, federal, or local law, whether statutory or common law
16 arising out of the claims expressly pleaded the Actions and all other claims, such
17 as those under California Labor Code sections 201, 202, 203, 226.7, 510, 512,
18 558.1, 1182.12, 1194, 1197, 1198, and 2802, the Wage Orders, regulations, and/or
19 other provisions of law, that could have been pleaded based on the facts pleaded
20 in the Actions for: failure to pay employees all earned wages, including but not
21 limited to overtime at one and one half times regular wages and/ or overtime at
22 two times regular wages if applicable, failure to provide meal periods, failure to
23 authorize and permit rest periods, failure to indemnify for business expenses,
24 failure to timely pay final wages, and unfair competition under Business &
25 Professions Code sections 17200, et seq.

26 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

27 A. Individual Class Payments. The Administrator will calculate Individual Class
28 Payments by (a) dividing the Net Settlement Amount by the total number of Paychecks received
by all Participating Class Members, and (b) multiplying the result by the number of Paychecks
received by each individual Participating Class Member.

B. Paycheck Challenges. The number of Paychecks you worked during the Class
Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have
until <<RESPONSE DEADLINE>> to challenge the number of Paychecks credited to you. You
can submit your challenge by signing and sending a letter to the Administrator by email, fax or
regular U.S. mail. You can use the enclosed Dispute form for this purpose. Section 9 of this Notice
has the Administrator’s contact information.

You need to support your challenge by submitting copies of pay stubs or other records.
The Administrator will accept Defendants’ calculation of Paychecks based on Defendants’

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 Paycheck challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. 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).

III. 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?

Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate In Settlement form for this purpose. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al.* Case Nos. 21CV04500, 22CV01392 and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Plaintiffs are requesting as a Class Representative Service Payment. 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 and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

1 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
2 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
3 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
4 Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to
5 the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what
6 you object to, why you object, and any facts that support your objection. Make sure you identify
7 the Action, *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al.* Case Nos.
8 21CV04500, 22CV01392, and include your name, current address, telephone number, and
9 approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice
10 has the Administrator's contact information. You may use the enclosed Objection form for this
11 purpose. You should send your objection to the Administrator by email, fax, or send by regular
12 U.S. mail.

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

18 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

19 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
20 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 4 of the Santa
21 Barbara Superior Court, located at Anacapa Division, 1100 Anacapa Street, Santa Barbara, CA
22 93101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement
23 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the
24 Administrator. The Court will invite comment from objectors, Class Counsel and Defense
25 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
26 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
27 (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current
28 information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website <<ADMINISTRATOR 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 Defendants and Plaintiffs 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 <<CLERK OF COURT'S PHONE
NUMBER>>. 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
(<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
No. 21CV04500. You can also make an appointment to personally review court documents in the
Clerk's Office at the Anacapa Division by calling <<CLERK OF COURT'S PHONE NUMBER>>.

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

Class Counsel:

Name of Attorney: David G. Spivak
Email Address: david@spivaklaw.com
Name of Firm: The Spivak Law Firm
Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094

Administrator:

Name of Company: ILYM Group, Inc.
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 (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can contact the Unclaimedx Property Fund at (800) 992-4647.

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.

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EXHIBIT B

1 *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al.*
2 **Superior Court of the State of California, County of Santa Barbara**
3 Case Nos. 21CV04500, 22CV01392

4 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

5 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR**
6 **A SHARE OF THE SETTLEMENT PROCEEDS,**
7 **DO NOT FILL OUT THIS FORM.**

8 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND**
9 **SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR**
10 **POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

11 *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al. Class Action Administrator*
12 c/o ____

13 ____
14 (Typed or Printed Name)
15 ____
16 (Address)
17 ____
18 (City, State, Zip Code)
19 ____
20 (Telephone Number, Including Area Code)
21 ____
22 (Identification Number)

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
24 correct and was executed on ____.

25 Dated: ____.
26 (Signature)

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EXHIBIT C

1 **PAYCHECK DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of Santa Barbara

4 *Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al.* Case Nos. 21CV04500,
5 22CV01392

6 Indicate Name/Address Changes, if any:

7 <<Name>>

8 <<Address>>

9 <<City>>, <<State>> <<Zip Code>>

10 XX - XX - ____

11 TO ALL OF DLP MANAGEMENT CO., INC. AND DARIO PINI'S NON-EXEMPT
12 CALIFORNIA EMPLOYEES PAID BY SALARY OR HOURLY FROM NOVEMBER 12,
13 2017 THROUGH THE DATE OF PRELIMINARY COURT APPROVAL OF THE
14 SETTLEMENT:

15 The amount of your estimated Settlement Award is based upon the number of Pay periods you
16 worked between November 12, 2017 and the date of preliminary Court approval of the Settlement
17 and Pay periods you worked between and the date of preliminary Court approval of the
18 Settlement. "Individual Class Paychecks" are defined as any Paycheck for a pay period in which
19 you worked at least one (1) day as a non-exempt employees paid on an hourly basis or by salary
20 of DLP Management Co., Inc., and Dario L. Pini ("Defendant") in California during the calendar
21 week. The number of Class Paychecks applicable to your claim are set forth below.

22 **YOUR ELIGIBLE PAYCHECKS**

23 Defendants' records indicate that you received <<number of Paychecks>> Paychecks between
24 November 12, 2017 and the date of preliminary Court approval of the Settlement and <<number
25 of Paychecks>> Paychecks between through the date of preliminary Court approval of the
26 Settlement.

27 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

28 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable
payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
process may take six months or more. You will receive a Form W-2 reflecting the payment to
you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the
payment could vary, up or down.

If you wish to dispute the number of November 12, 2017 credited to you, or anything else about
your employment status, you must complete and return this form by indicating what you believe
is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You may use this Paychecks Dispute form for this purpose. You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Administrator will resolve any dispute based upon Defendants' records and any information you provide. Please be advised that the information on this Paychecks Dispute Form is presumed to be correct unless the documents you submit are company records from Defendants.

**UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF
PAYCHECKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR
EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**



SPIVAK LAW
EMPLOYEE RIGHTS

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West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
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Office:
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Los Angeles, CA 90067

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EXHIBIT D

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OBJECTION FORM

Jose Frausto Villegas, et al. vs. DLP Management Co., Inc., et al. Superior Court of the
State California, County of Santa Barbara
Case Nos. 21CV04500 and 22CV01392

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>
<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Jose Frausto Villegas, et al. v. DLP Management Co., Inc., et al.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):



SPIVAK LAW
EMPLOYEE RIGHTS

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(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<____@____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Jose Frausto Villegas, et al. v. DLP Management Co., Inc., et al.

Administrator

[ADDRESS]



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EMPLOYEE RIGHTS

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