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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

Coordination Proceeding  
Special Title (Cal. Rule of Court 3.550)

**BLACKROCK LOGISTICS WAGE  
AND HOUR CASES**

Included Actions:  
*Christopher S. Moorhead v. Blackrock  
Logistics, Inc.* [Case No. 30-2019-  
01072494-CU-OE-CXC], Orange County  
Superior Court

*Christopher S. Moorhead v. Blackrock  
Logistics, Inc.* [Case No. 30-2019-  
01100070-CU-OE-CXC], Orange County  
Superior Court

*Monique Blackmon v. Blackrock Logistics,  
Inc.* [Case No. CIV DS 2002910], San  
Bernardino Superior Court

*Dayana Navarro v. Blackrock Logistics,  
Inc.* [Case No. RG 19039142], Alameda  
Superior Court

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**JUL 05 2024**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

JCCP CASE NO.: 5100  
Hon. Lon F. Hurwitz

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

Date: June 28, 2024  
Time: 1:30 p.m.  
Dept.: CX103

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**ORDER**

1. This matter came on for hearing on June 28, 2024 at 1:30 p.m. in Department CX103 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Stipulation for Class Action Settlement (hereinafter "Settlement Agreement").

2. The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement (ROA 107), including the proposed Notice of Proposed Settlement Class Action Settlement, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

3. It appears to the Court on a preliminary basis that the Total Settlement Amount ("TSA") is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC AND LAWYERS**

1 FOR JUSTICE PC BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS  
2 COUNSEL. MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 4. The Court finds on a preliminary basis that the Settlement between Plaintiff and  
4 Defendant appear to be within the range of reasonableness of a settlement which could ultimately  
5 be given final approval by this Court. The Court preliminarily finds that the terms of the Settlement  
6 are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 5. The Court notes that Defendants have agreed to a non-reversionary TSA of  
8 \$1,350,000.00. Defendant will pay out the entirety of the TSA to the Participating Class Members  
9 and PAGA Settlement Group Members, less deductions for attorneys' fees and costs, the service  
10 payment, reasonable expenses of the third-party Settlement Administrator, and the LWDA for  
11 PAGA penalties.

12 6. The Court finds that the elements of numerosity, commonality, typicality and  
13 adequacy have been established to support conditional certification of the Settlement Class for  
14 settlement purposes, with Plaintiff acting as the Class Representative.

15 7. The Court hereby appoints, for settlement purposes, Plaintiffs Christopher S.  
16 Moorehead, Monique Blackmon, and Dayana Navarro as the Class Representatives and finds  
17 Plaintiffs are adequate representatives for the Settlement Class for settlement purposes. The Court  
18 further finds that James Hawkins APLC and Lawyers for Justice PC have preliminarily established  
19 adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

20 8. The Class as identified in the Settlement is provisionally certified by this Order.

21 9. The Court finds that the proposed manner of class notice is adequate.

22 10. The Court approves ILYM Group, Inc., to serve as the Settlement Administrator.

23 11. The Court further hereby approves the proposed Notice of Class Action Settlement  
24 and Orders to the notice to be mailed to the Settlement Class.

25 12. The Court finds that the Notice of Class Action Settlement, attached herein as  
26 **Exhibit 1**, constitutes the best notice practicable under the circumstances, is in full compliance with  
27 the laws of the State of California and, to the extent applicable, the United States Constitution and  
28 the requirements of due process. The Court further finds that the Notice of Class Action Settlement

1 fully and accurately informs Settlement Class Members of all material elements of the proposed  
2 Settlement, of each Settlement Class Member's right to be excluded from the Settlement Class, and  
3 each Settlement Class Member's right and opportunity to object to the proposed Settlement. The  
4 Notice of Class Action Settlement adequately advises the Class about: the Class Action; the terms  
5 of the proposed Settlement and the benefits available to each Settlement Class Member; each  
6 Settlement Class Member's right to participate, submit an exclusion/Opt-Out, or Objection to the  
7 proposed Settlement, and the timing and procedures for doing so; the temporary and conditional  
8 certification of the Settlement Class for settlement purposes only; preliminary Court approval of the  
9 proposed Settlement; timing and procedures for distributing the Gross Settlement and the Individual  
10 Settlement Payments to the Participating Class Members; and the date of the Final Approval Hearing  
11 as well as the rights of the Settlement Class to file documentation in support of or in opposition to  
12 and appear in connection with said hearing.

13 13. ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY  
14 APPROVES THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that  
15 mailing to the last known address of the Settlement Class, as specifically described within the  
16 Settlement Agreement, constitutes an effective method of notifying Settlement Class Members of  
17 their rights with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY  
18 ORDERED that:

19 14. Within fourteen (14) calendar days of Preliminary Approval, Defendant will  
20 provide the Class List to the Settlement Administrator.

21 15. IT IS FURTHER ORDERED Within fourteen (14) calendar days after receiving the  
22 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members  
23 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified based  
24 on the Class List.

25 16. IT IS FURTHER ORDERED Prior to mailing, the Settlement Administrator will  
26 perform a search based on the National Change of Address Database for information to update and  
27 correct for any known or identifiable address changes. Any Notices returned to the Settlement  
28 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via

1 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
2 Administrator will indicate the date of such remailing on the Notice. If no forwarding address is  
3 provided, the Settlement Administrator will promptly attempt to determine the correct address using  
4 a skip-trace, or other search using the name, address and/or Social Security number of the Class  
5 Member involved, and will then perform a single re-mailing. Those Class Members who receive a  
6 re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional  
7 forty-five (45) calendar days from the date of re-mailing, or (b) the original Response Deadline to  
8 postmark a Request for Exclusion or submit a Notice of Objection to the Class Settlement.

9 17. IT IS FURTHER ORDERED all Class Members will be mailed a Notice. Each  
10 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the  
11 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks credited  
12 to the Class Member and, if applicable, total number of PAGA Pay Periods credited to the Class  
13 Member if he or she is a PAGA Employee; (e) each Class Member's estimated. Individual  
14 Settlement Payment, and if applicable, estimated Individual PAGA Payments; (f) the formula for  
15 calculating Individual Settlement Payments and Individual PAGA Payments; (g) the deadlines by  
16 which the Class Member must submit Requests for Exclusion or Notices of Objection to the Class  
17 Settlement; (h) the release of Released Class Claims and Released PAGA Claims, as set forth herein;  
18 and (j) the date for the Final Approval Hearing.

19 18. IT IS FURTHER ORDERED Class Members will have an opportunity to dispute the  
20 number of Workweeks and/or PAGA Pay Periods to which they have been credited, and may  
21 produce evidence to the Settlement Administrator showing that such information is inaccurate.  
22 Absent evidence rebutting Defendant's records, Defendant's records will be presumed  
23 determinative. However, if a Class Member produces evidence to the contrary, the Settlement  
24 Administrator will evaluate the evidence submitted by the Class Member and will make the final  
25 decision as to the number of eligible Workweeks and/or PAGA Pay Periods that should be credited.  
26 Disputes must be submitted by the initial Response Deadline, or as otherwise possibly extended due  
27 to re-mailing or agreement of the Parties. All such disputes are to be resolved not later than forty-  
28 five (45) calendar days after the Response Deadline.

1           19. IT IS FURTHER ORDERED if a Class Member's Request for Exclusion is defective  
2 as to the requirements listed herein, that Class Member will be given an opportunity to cure the  
3 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
4 business days of receiving the defective submission to advise the Class Member that his or her  
5 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
6 The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar  
7 days from the date of the cure letter, whichever date is later, to postmark, e-mail or fax a revised  
8 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective Request for  
9 Exclusion, then the Settlement Administrator will have no further obligation to give notice of a need  
10 to cure. If the revised Request for Exclusion is not postmarked or received by that period, it will be  
11 deemed untimely.

12           20. IT IS FURTHER ORDERED any Class Member wishing to opt out from the Class  
13 Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator  
14 within the Response Deadline. The date of the postmark on the return mailing envelope will be the  
15 exclusive means to determine whether a Request for Exclusion has been timely submitted. All  
16 Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly  
17 to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted.  
18 The Request for Exclusion does not apply to the PAGA Settlement and the release of the Released  
19 PAGA Claims. PAGA Employees who submit a valid Request for Exclusion will still be issued  
20 their Individual PAGA Payment and bound to the PAGA Settlement.

21           21. IT IS FURTHER ORDERED that any disputes not resolved by the Settlement  
22 Administrator concerning the administration of the Settlement will be resolved by the Court under  
23 the laws of the State of California. Prior to any such involvement of the Court, counsel for the  
24 Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

25           22. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on  
26 November 15, 2024 at 1:30 p.m. in Department CX103 of the above captioned Courthouse to  
27 consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily  
28 approved by this Order Granting Preliminary Approval, and to consider the application of Class



1 Counsel for an award of attorneys' fees, costs, and class representative enhancement. The Court  
2 may continue the Final Approval Hearing to another date at its discretion.

3 23. IT IS FURTHER ORDERED that all briefs and materials in support of an Order  
4 Granting Final Approval and application for attorneys' fees and costs and class representative  
5 enhancement shall be filed with this Court no later than sixteen (16) court days before the date set  
6 for the Final Approval Hearing.

7 24. IT IS FURTHER ORDERED that, if for any reason the Court does not execute and  
8 file an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any  
9 reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of  
10 this Order and all evidence and proceedings had in connection therewith shall be without prejudice  
11 to the status quo ante rights of the Parties to the litigation as more specifically set forth in the  
12 Settlement Agreement.

13 25. IT IS FURTHER ORDERED that, pending further order of this Court, all  
14 proceedings in this matter except those contemplated herein and in the Settlement Agreement are  
15 stayed.

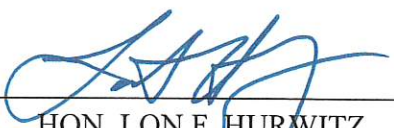
16 26. The Court expressly reserves the right to adjourn or continue the Final Approval  
17 Hearing from time to time without further notice to the Class.

18 27. Final judgment regarding the settlement will be posted on ILYM Group, Inc.'s,  
19 website [www.xxxx.com](http://www.xxxx.com).

20 28. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under  
21 Code of Civil Procedure § 664.6 and California Rules of Court § 3.769(h) for the purpose of supervising  
22 implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement

23 **IT IS SO ORDERED.**

24  
25 Dated: JUL 05 2024, 2024

26   
27 HON. LON F. HURWITZ  
28 JUDGE OF THE SUPERIOR COURT



## **EXHIBIT 1**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ORANGE  
**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

PLEASE READ CAREFULLY AS  
THIS NOTICE MAY AFFECT YOUR RIGHTS

|   |  |
|---|--|
| <p>Coordination Proceeding<br/>Special Title (Cal. Rule of Court 3.550)</p> <p><b>BLACKROCK LOGISTICS WAGE<br/>AND HOUR CASES</b></p> <p>Included Actions:<br/><i>Christopher S. Moorhead v. Blackrock<br/>Logistics, Inc.</i> [Case No. 30-2019-<br/>01072494-CU-OE-CXC], Orange County<br/>Superior Court</p> <p><i>Christopher S. Moorhead v. Blackrock<br/>Logistics, Inc.</i> [Case No. 30-2019-<br/>01100070-CU-OE-CXC], Orange County<br/>Superior Court</p> <p><i>Monique Blackmon v. Blackrock Logistics,<br/>Inc.</i> [Case No. CIV DS 2002910], San<br/>Bernardino Superior Court</p> <p><i>Dayana Navarro v. Blackrock Logistics,<br/>Inc.</i> [Case No. RG 19039142], Alameda<br/>Superior Court</p> | <p>JCCP CASE NO.: 5100</p> <p><b>NOTICE OF CLASS ACTION AND PAGA<br/>SETTLEMENT</b></p> <p>JUDGE: LON F. HURWITZ<br/>DEPT: CX103</p> |
|---|--|

**I. WHY DID I GET THIS NOTICE?**

This notice explains that a settlement has been reached in the following cases entitled:

- (1) *Christopher S. Moorhead v. Blackrock Logistics, Inc.* [Case No. 30-2019-01072494-CU-OE-CXC], Orange County Superior Court;
- (2) *Christopher S. Moorhead v. Blackrock Logistics, Inc.* [Case No. 30-2019- 01100070-CU-OE-CXC], Orange County Superior Court;
- (3) *Monique Blackmon v. Blackrock Logistics, Inc.* [Case No. CIVDS2002910], San Bernardino Superior Court; and
- (4) *Dayana Navarro v. Blackrock Logistics, Inc.* [Case No. RG19039142], Alameda Superior Court.

(herein referred as "The Lawsuits"). You are receiving this notice because the records of Blackrock Logistics Inc., ("Defendant" or "Blackrock") indicate that you are a current or former non-exempt employee that falls within the following proposed "Class", which is defined as:

All current and former non-exempt, hourly-paid employees who worked for Defendant in California during the period between May 28, 2015 through December 31, 2022 (the "Class").

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class ("Class Members"), for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Blackrock in any way whatsoever.

The Court has ordered that this notice be sent to you because Blackrock's records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuits. The notice is also intended (i) to describe the Settlement, including how the Net Settlement Amount will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

## II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

This Class and Representative Action Settlement Agreement and Release ("Settlement" or "Agreement") which encompasses the coordinated actions:

- (1) *Christopher S. Moorhead v. Blackrock Logistics, Inc.* [Case No. 30-2019-01072494-CU-OE-CXC], Orange County Superior Court;
- (2) *Christopher S. Moorhead v. Blackrock Logistics, Inc.* [Case No. 30-2019- 01100070-CU-OE-CXC], Orange County Superior Court;
- (3) *Monique Blackmon v. Blackrock Logistics, Inc.* [Case No. CIVDS2002910], San Bernardino Superior Court; and
- (4) *Dayana Navarro v. Blackrock Logistics, Inc.* [Case No. RG19039142], Alameda Superior Court.

The Lawsuits alleged various wage and hour causes of action premised on alleged violations of the California Labor Code including the failure to: pay minimum wages, overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay wages, failure to pay wages during employment, failure to provide accurate wage statements, failure to reimburse business expenses incurred, failure to keep requisite payroll records, and for civil penalties pursuant to the Private Attorney's General Act.

Blackrock maintains that it has complied with all applicable state and federal laws. Blackrock denies any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits. Blackrock agreed to the terms of the Settlement in order to avoid the time and expense associated with litigation.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Blackrock have negotiated a settlement whereby Blackrock has agreed to pay One-Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) to resolve the Lawsuits, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Blackrock of any liability.

### III. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Blackrock will pay One-Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) to settle the claims of all Class Members who do not timely opt-out.

B. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay from the One-Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00): (1) Plaintiffs' counsel's attorneys' fees of the litigation, up to the amount of \$450,000.00; (2) Plaintiff's counsels' litigation costs, up to the amount of \$50,000.00; (3) The expenses of administering the Settlement, estimated at approximately \$37,500.00; (4) Class Representative Enhancement Payment in the amount of \$7,500.00 to each named Plaintiff; and (5) \$101,250.00 to the California Labor & Workforce Development Agency (LWDA), representing 75% of the \$135,000.00 allocated to the settlement of Plaintiffs' claim for penalties under PAGA. The remainder of the \$1,350,000.00, currently estimated to be at least \$565,000.00 will be available to be distributed to all Class Members; this amount is called the "Net Settlement Amount".

C. The Net Settlement Amount to be distributed to the Class Members will be calculated by the Settlement Administrator by determining the total number of weeks worked by each Participating Class Member ("Individual Workweeks") and the total number of Workweeks worked by all Participating Class Members ("Class Workweeks") during the Class Period based on the Class List provided by Defendant. The formula used to calculate your settlement share is as follows:

$$\text{Individual Settlement Payment} = (\text{Individual Workweeks} \div \text{Total Workweeks of Participating Class Members}) \times \text{Net Settlement Amount.}$$

The Settlement Administrator will also calculate the total number of PAGA Pay Periods for each Aggrieved Employee ("PAGA Pay Periods") and the total number of PAGA Pay Periods of all PAGA Employee ("Total PAGA Pay Periods") during the PAGA Period. The formula used to calculate your PAGA settlement share is as follows:

$$\text{Individual PAGA Payment} = (\text{Individual PAGA Pay Periods} \div \text{Total PAGA Pay Periods of all PAGA Employee}) \times 25\% \text{ of PAGA Payment.}$$

D. If the Court grants final approval of the Settlement and you do not opt-out of the Settlement, then you will release Blackrock and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the "Released Parties") from:

Any and all claims during the time period of between May 28, 2015 through December 31, 2022, alleged in either or both civil Complaints or those that could have been brought based on the claims asserted in the operative civil Complaints and/or the LWDA letters including the following claims for: (1) failure to pay all regular wages, minimum wages and overtime wages due; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to reimburse necessary business expenses; (5) failure to provide complete, (6) accurate wage statements; (7) failure

to timely pay wages during employment and at the time of termination or resignation; (8) failure to maintain records; and (9) unfair business practices under Business and Professions Code section 17200, *et seq.*

#### IV. WHAT ARE MY OPTIONS?

**A. You may accept your share of the \$1,350,000.00 settlement and be bound by the release of all claims described above and all other terms of the Settlement Agreement as approved by the Court. In order to receive your Individual Settlement Payment, you do not need to do anything.**

Based on Blackrock's internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator, as set forth in Section II ¶ 63:

**Blackrock's records reflect that you worked for Blackrock in California for ~~WorkWeeks~~ weeks during the Class Period, and your estimated gross Individual Settlement Share is ~~estAmount~~.** This is an estimated number and may change based on the Settlement Administrator's final calculation of the Net Settlement Amount.

The Individual Settlement Payments will be paid by check after the Court grants final approval of the Settlement. Your check will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for 300 days from the date on which it is mailed. If any Class Member's Individual Settlement Payment check is not cashed within 300 days after it is mailed, or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the Alliance for Children's Rights.

**B. You may opt out of the Settlement, and thus not participate in it, in which case you will not receive your Individual Settlement Payment and you will not be bound by the terms of the Settlement.** In order to opt out, you must send a written request for exclusion by United States mail to the Settlement Administrator, ILYM Group Inc., ~~insert address~~, by ~~date~~ (the "Response Deadline"). In order to be considered valid, your request for exclusion **must** be in writing and: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked not later than ~~Response Deadline~~ and returned to the Settlement Administrator at the specified address. If you elect to Opt- Out you will not be able to participate in the settlement, and will not receive a share of the settlement proceeds.

**C. You may dispute the Calculations of Your Individual Settlement Payment.** In order to dispute the amount of your Individual Settlement Payment, and the number of workweeks used to calculate the Individual Settlement Payment, you must send a written dispute by United States mail to the Settlement Administrator, ILYM Group Inc., ~~insert address~~, by ~~Response Deadline~~. In order to be considered, your dispute **must** be (1) timely; and (2) accompanied by records or documentation supporting your position such as wage statements, W2 forms, time records, calendars, memoranda, emails, or any other type of documentation. In response to any timely dispute, the Settlement Administrator will use Blackrock's records and any information you provide to resolve any dispute about your workweek data.

**D. You may object to the Settlement.** The procedures for objecting to the settlement are described below in Section VIII of this form.

## **V. WHAT ARE THE PROCEDURES FOR PAYMENT?**

**A.** The Settlement Administrator will calculate your Individual Settlement Payment based on your number of credited workweeks and will issue and mail you a check.

**B.** It is important for the Settlement Administrator and the parties to the Lawsuits to have your current address in order to be able to send you other mailings regarding the Lawsuits. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your Individual Settlement Amount.

## **VI. HEARING ON PROPOSED SETTLEMENT**

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on November 15, 2024, at 1:30 p.m., in Department CX103 of the Orange County Superior Court, 751 W Santa Ana Blvd, Santa Ana, CA 92701. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

## **VII. PROCEDURES FOR OBJECTING TO SETTLEMENT**

**A.** You may object to the proposed Settlement as unfair, unreasonable, and/or inadequate or believe the Settlement should not be finally approved for any reason. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement.

**B.** Any objection to the Settlement must be in writing. All written objections and supporting papers must include the following: (i) the full name and signature of the objecting Class Member; (ii) be submitted to the Settlement Administrator; (iii) set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection; (v) state whether the objecting Class Member is represented by counsel, and identify any such counsel; (vi) be filed or postmarked on or before [Response Deadline]. If you do decide to file your written objections and supporting papers in person, please visit the Court's website at <https://www.occourts.org/locations/cxc.html>, for the most current information about in-person access to the Court.

The Court retains final authority with respect to the consideration and admissibility of any objections. Counsel for the Parties shall file any response to any objections at least ten (10) court days before the date of the Final Fairness and Approval Hearing.

However, if you do not opt out of the Settlement you may appear at the final approval hearing and voice an objection, whether or not you submit a prior written objection.

**C.** If you do not object in this manner as described, you will have given up your right to object to the Settlement. If you file an objection, you do not have to come to the Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to appear in Court on your behalf.

**D.** If you do not make your objection in the manner provided for in this notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appealing the fairness, reasonableness, or adequacy of the Settlement.

### **VIII. EXAMINATION OF COURT PAPERS AND QUESTIONS**

This notice summarizes the Settlement. For more detailed information you may review Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, operative complaints, the Settlement Agreement, Order of Preliminary Approval, and a Notice of Judgment, and all other settlement related documents and motions, which are posted for your review at [www.xxxx.com](http://www.xxxx.com). Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions may be examined by accessing the Court docket, JCCP Case Number 5100, in this case through the Court's online services system, at <https://www.occourts.org/locations/cxc.html>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Lawsuits, including Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, JCCP Case Number 5100, which is located in the office of the Clerk of the Orange County Superior Court, 751 W Santa Ana Blvd, Santa Ana, CA 92701 and is available for viewing during regular office hours (Mon.-Fri., 8:00 a.m.- 4:00 p.m., excluding holidays). However, please visit the Court's website at <https://www.occourts.org/locations/cxc.html> for the most current information about in-person access to the Court.

If you have any questions, you can call the Settlement Administrator at 1-~~xxx-xxx-xxxx~~ or any of the attorneys representing the Class (see below for Class Counsel's phone number).

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**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE  
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**

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